

1893-034 Chancery Cause: Abraham Zion & vs. John Parsons &
Lee Co.

Folder 10/2

Richmond, Bishop, Pennington, Willis, Sprinkle, Hughes, Myers,
Calton, Wells, Payne, Holmes, Graham, Hurst

2 Flats

CA - Debt
T - Property

- Deed

2
Of the Honorable John A. Kelly, Judge
of the Circuit Court of Lee County.

The Bill of Complaint of Abraham from
Marion D. Richmond, and Isaac P. Bishop of said County,
would respectfully represent, that on the day of May
1861. they, together with Elijah Pennington, Joseph Miller, James
M. Young, Alexander D. Stout, Stephen S. Crockett, James M. Parsons,
William Parsons, William Hughes, Eli B. Crockett, Ira J. Sprinkle,
Doctor F. Wells, William Parsons, Joseph P. Bishop, Isaac Payne,
Alexander Payne, Solomon Payne, and Thomas Holcomb, became
the sureties of John Parsons, principal, in his official bond
as Sheriff of Lee County. Of these sureties, Joseph P. Bishop,
Isaac Payne, Thos. Holcomb, Alexander D. Stout, Stephen S. Crockett
and Eli B. Crockett, have left the Commonwealth, and are believed
to be insolvent; Solomon Payne, is still a resident, but
insolvent. Alexander Payne has since died, and his estate
is insolvent; James M. Young has also died since, and his
entire estate has been administered, this debt not paid. Two
others of said sureties, Elijah Pennington, and James M. ^{and said} Parsons, ^{have}
to have taken the benefit of the Bankrupt Law, but now have
property, both real & personal. Three others of said sureties
have since departed this life, leaving assets real & personal
liable to the discharge of their liabilities; namely, Doctor
F. Wells, leaving four children his heirs Phoebe S. Wells, who
has since intermarried with Mr. Walton, Sylvester Wells,
America ^{Mary} Wells, and Hazewell L. Wells, the ~~four~~ latter of
whom are still infants, and his widow Rebecca Wells,
to whom dower has been assigned in the lands of her husband,
which lie on the north side of Powell's River, being the same deeded
him by the heirs of Mr. Parsons decd, whereon he resided at his
death. One Ellington Wells administered on the estate of the said
F. Wells, and by his last settlement it appears, that the assets
of said estate were fully administered, & the same indebted to
the admtr, so that the real estate must now be looked to,

to discharge any further liability against the same;—Saidly William Parsons (long) leaving John Parsons, John Parsons & Kyle Parsons, his children and heirs at law, the latter of whom is an infant, under 21 years of age; and Amanda Parsons his widow, who became his administratrix, with Ira J. Sprinkle & M. D. Richmond her sureties, and by the last settlement made by her in 1871, there appears to be assets in her hands not yet administered. She has within the last few months, intermarried with James M. Parsons, one of the parties to said bond with her former husband. He also died seized of a tract of land, lying ^{on Cabin Creek Ridge} in said County, whereon he resided at his death, being the same conveyed, to him, and his heirs by John Parsons; and it is believed that dower in the same was never assigned his widow. Saidly William Hughes Sr., who since died possessed of some personal estate, & a tract of land in said County, whereon he resided at his death. A friendly suit was afterwards brought to equalize the heirs of said Hughes, and partition the said land among them, in which it was found that the personalty was exhausted, and that they would have to be equalized in the partition of the land, which the Commissioners appointed for the purpose, did do, by first allotting to his widow Elizabeth Hughes, her portion of the share of one of the heirs who had previously died; and to Isaac T. Hughes, who had used his full share of the estate besides, in advancements made by his father, his portion of the share of his dead brother; then they allotted separately, to George Hughes, and the children of Wm. Hughes Jr. dead, an equal share each, both of which have passed from the hands of said heirs, the said George's share by sale and conveyance, and the said Wm. Hughes Jr. share, by sale under a decree of the Court, to satisfy his debts; they then allotted & assigned the residue of said tract, 131 acres, jointly to the six remaining heirs, John, Tobias, Nancy, Polly, & Lital Hughes, deducting from the said Ira J.'s share, and from the said Lital's \$60.00, which they had received in advancements made by their father. The said Ira J. has since sold & conveyed, to Mrs. P. Myers his undivided interest in

in the said 131 acres, and the said Lital Hughes has since sold his interest in the same, to one of his co-tenants & co-heirs Nancy Hughes, so that the said John, Tobias, Nancy, and Polly Hughes, now hold in fee simple, the said 131 acres, except the share of the said Ira J. Hughes, sold to Myers, which was estimated at \$215.75, subject to the claim of the said Elizabeth Hughes, which was assigned by said Commissioners, by metes & bounds, upon the said 131 acres allotted as aforesaid to the said 6 heirs of the intestate Wm. Hughes Sr.—

A certified copy of the said official bond, of John Parsons, & his sureties, is herewith filed with this Bill, as part thereof, marked (C), & also so much of the report of said Commissioners as shows the facts in regard to the Hughes' land, & the said John Parsons null name state, that James T. Sayre administrator of Mrs. Ainsley dead, instituted proceedings on said bond of Parsons & at the same term of the County Court of said County for the 1867, obtained judgment against them, & other co-sureties for \$144.61, with interest from the 22nd January 1866, till paid, & the costs \$19.65. This is still unpaid, except fifty five dollars & sixty four cents, as of the 6th March 1874, which was paid by the surety Alexander D. Stout, by being brought into the suit of A. D. Vittar & then on the said Stout, as will appear by the receipts of said Sayre to Commr. Lane filed in said last named Cause. A copy of this judgment is filed herewith as part of this Bill marked (B). This judgment was rendered before the said Elijah Pennington & James M. Parsons, filed their petitions in Bankruptcy, and even before the passage of the Bankrupt Act, & is at least, a lien upon the land they then owned, and is still in their possession, a portion of which your Orators allege is still in their possession. At the same term of said Court for the year 1869, Martin Sayre, for the benefit of S. W. Sayre administrator of Mrs. Sayre dead, obtained a judgment as Orators & other sureties of the said Mrs. Parsons, which when paid on the 19th August 1870, amounted to \$136.70. A copy of this judgment, and the execution that issued thereon, and the endorsements in said affidavits are herewith filed as part ^{marked (D)} thereof, by which it will appear among other things, that, the plaintiff Abraham J. Parsons paid the

4) the entire amount of said execution. This judgment like the preceding one ^{was} obtained against the said James M. Parsons and ^{before, as is believed they were} Elijah Pennington ^{and} declared bankrupts, and is also a lien upon their land.

Henry C. Hall, for the benefit of C. F. Banks, at the ^{November} ~~August~~ term of said Court for 1867, obtained a judgment against said Parsons, & his sureties in said bond, which when paid on the 20th December 1867, amounted to the sum of \$82.66. A Copy of this judgment, & execution, & the endorsements thereon, is herewith filed (marked) D, as part of this Bill, from which it will be seen, that the Plff. Abraham gave said off & discharged the said execution. At the March term of said Court for the Year 1873, the Commonwealth at the relation of Mr. A. Jones, S. F. Jones, & Mrs. Riddle, obtained a judgment against said Parsons & his sureties for \$112.43, with interest from the 20th March 1873, and \$37.05. Costs, which when paid, on the day of 1873 amounted to the sum of \$165.00, which was paid by J. W. Orators, as follows. W. D. Richmond \$75.00, Abraham gave \$45.00 and Isaac T. Bishop. \$45.00. A Copy of this judgment & execution and the endorsements thereon, are herewith filed as part of this Bill, marked (C), and prayed to be considered therewith,

During the year 1861 the County of Lee borrowed about Ten thousand dollars, from the Bank at Alexandria & executed bonds for the same; and in the same year the County Court of said County, levied a sum, to be paid on said bonds, which netted, after deducting delinquents & commissions, the sum of \$3538.53 (Thirty five hundred & fifty eight dollars & fifty three cents,) and this sum was collected, by the said John Parsons as Sheriff as aforesaid, and should have been paid over by him on said bonds, but he failed to do so, and his ~~sureties~~ sureties, became apprised of said failure, and two of them, Isaac T. Bishop, and W. D. Richmond in the month of March 1864, paid over said last named sum with interest from 15th Decbr 1861, in Confederate money, and lifted said bonds of the County, which they hold, and will produce, at the proper point in the progress of this cause.

making said payment to the bank, in
sum ~~heretofore~~ as aforesaid, and collect
Sheriff, his sureties were ultimately
Richmond furnished \$500.00, and the
residue. Neither of the sums herein all
paid by these ~~officers~~, or any part thereof, have
the said Parsons, to his sureties, or either of
each of said sums, whether paid upon ~~execution~~
and every part thereof, are still due & owing from
Jno Parsons, to his sureties, as herein before set forth.
Has any of said sums or any part, thereof, been paid, or co-
ly either, or any of said sureties, to their Co-sureties, except
as herein before set forth.

The premises considered, the object of this Bill is obtain
a decree against the said Jno Parsons, in favor of his sureties
as Sheriff ~~for the~~ several amounts paid by them, on account
of their liability as such, and interest on the same, and
costs of this suit; and in the event of his inability, to pay
the same, which is considered apparent, that an account be
taken between his solvent sureties, and they ^{be} co-erced
to contribute their equal share, of the whole amount of
the several sums, a portion of them have already paid, and
still liable to pay in consequence of their several judgments
and the liabilities herein before stated, and such others
as may be enforced during the progress of this suit; and
if necessary, that the principles of subrogation may be applied
to such parties of this suit, as will fully attain the ends
of justice between the principal, & sureties, and also between
the latter. Your Orators being without an adequate
remedy at law, and being entitled to full relief in
equity, their prayer therefore is, that John Parsons, Elijah
Wright, Joseph Willis, James W. Parsons in his own right, and

of Amos Parnon, late the administrator
of William Parnon (Long) dec'd, and M^r D. Richmond
her sureties as said adm^r and John Parnon
Kyle Parnon, the children ^{theirs} of the said Wm
last named child their being an infant;—
Hughes, Nancy Hughes, Polly Hughes, children &
m Hughes, Inr. dec'd, and Mrs P. Myers as vendee
another of said last named heirs;— ^{in his own right} Dr G. Sprinkle
and Phoebe & his wife, formerly Phoebe E. Wells, one of
heirs at law of Doctor F. Wells dec'd; Sylvester Wells, America
Mary Wells, and Eugene Wells, these four being infants
children theirs at law of the last named decedent; William
is, he made parties Defts to this Bill, and that they be required
answer the allegations thereof, as fully & truly upon oath, as if they
were respected ^{by} in interrogatories, and that a guardian ad litem be
appointed to answer, for the infant Defts, Kyle Parnon, son of Wm Parnon
(Long) Sylvester Wells, America E. Wells, Mary Wells, and Eugene Wells,
children theirs at law of Doctor F. Wells dec'd; that an account be ordered
to ascertain the rights and liabilities of all the parties to this suit;—
and that if necessary, so much of the land, of the several deceased Sureties
shall be sold, as will pay & discharge the liabilities that may
be found against their several estates; and that upon a final
hearing Your Honor will decree in favor, of the solvent Sureties
of John Parnon, whatever sum it may be found they have paid
or ^{are} liable to pay, on account of breaches of his official bond
as aforesaid, with interest & costs; and that the burden of
this allocation be equalized, among his solvent & resident Sureties
^{sureties,} who are parties as Plffs & Defts to this suit, and that they be
decree'd, to contribute so as to effect that just end; and if
necessary subrogated to the rights of others to accomplish the
end in view; and grant to Your Orators such ^{other} further
general & special relief, as the facts & equity of the case,
warrant; & as in duty bound, they will ever pray &c.
Done for Pl.

Corrected to July 1893,

To the Honorable John H. Holly Judge
of the Circuit Court of the County.

The amended Bill of Abraham
Parrish, Marion & Richmond, & Isaac P. Bishop, filed
to their Original Bill heretofore filed in said Court
against John Parrish & others, Your O. states, not
wavering or abandoning any of their statements or allegations
made in their Original ^{Bill}, but relying upon the same
as fully, in regard to the new parties & facts introduced
by this amended Bill, as they did in reference to their
Original parties to their Original Bill; and as
fully as if each statement, allegation & prayer of
said Original Bill, was herein repeated & propounded
by way of interrogatories & prayers for special & general
relief; would respectfully state, that since the filing
of their Original Bill, it has come to their knowledge,
that Alexander Payne, John Payne, & Solomon Payne
who were omitted as parties to their Original Bill, because
it was believed they, or their estates, were wholly
insolvent; that the first ^{named} is dead, leaving land in this
County, & the two latter are the living owners of real
estate in said County. Alexander Payne died
the owner of about 200 acres of land lying in the
Crab-Orchard in said County, which he purchased
from his father John Payne; his wife Mary &
two children, Cynthia, who married Robert Holmes, &
is now of age; and Samuel, who is still under
21 years ^{still survive him} of age. He left some personal estate, but
the same has been fully administered, & the debtors
relieved of the burden of this life. Dower has been

assigned his widow, & she now resides in the same & is yet unmarried.

John Payne is the owner of _____ acres of land lying in the Crab Orchard in Lee County Virginia, upon which his wife, and his son Solomon Payne now reside, whilst he himself now, & for some time past has resided in the State of Kentucky. Solomon Payne, is the owner of _____ acres of land in said locality, which he purchased off of the tract of his father John Payne, and he is also the owner of 100 acres, more or less, adjoining the same, which he bought off _____ The matter & heard of which will fully appear by said. Compendium.

Your Orators having, the same cause of complaint against these several parties, that they had against each & all of the Depts to their original ^{Bill} ~~Bill~~ being without an adequate remedy at Law, they pray that Mary Payne the widow of Alexander Payne dec'd, Robert Holmes & Legatha his wife, Samuel Payne, John Payne, & Solomon Payne the said parties Depts to this amended Bill, and that they be required to answer its allegations fully & truly upon oath, and also each & every allegation & statement of the original Bill, to which this is an amendment, as fully & truly as if they had been made Depts to said Bill in the first instance, & as fully as if said allegations were inserted in this Bill, & repeated by way of interrogatories here, and that an order of publication be made against the absent Depts, and a guardian ad litem be appointed for the infant Depts, Samuel Payne; and that

upon a final hearing. Such special, & general
relief may be decreed in favor of your Overtures
against these parties, made Co-defts, with those
in the original Bill, and was prayed & asked
against the said defts. to the original Bill,
May the Committee's Summons issue &c.

Lane for Pltffs.

This day Mr. B. D. Lane, made oath before me
the undersigned, that he is informed & believes, that
John Payne one of the defts named in the foregoing
amended Bill, is a non-resident of the State
of Virginia. Given under my hand, this the
1st day of July 1878.

James W. Orr. clerk.

Abraham Fion & others

v. Amended Bill

John Pennant & others

Filed at July Rules 1878.

1878. Aug. Spd Exord except on

John Payne & Decees nisi

" Reft Decees nisi Conf.

C. P. Confitto & set for

hearing by Pliff.

To the Honorable John A. Kelly, Judge of the
Circuit Court of Lee County Virginia.

The answer of Samuel Payne, infant,
by R. W. Orr Jr. to an original and amended bill
in Chancery, filed in your Honor's Court, by Abraham
Zion et al against this ward & others. In answer
your respondent says, that he knows nothing of
the truth or falsity of the allegations in
Plaintiff's bill, and is advised of no defense
proper for him to make, as his Guardian, in
the said suit, but this Court is a Court of equity,
and such Courts being the peculiar Guardians
of the rights and interests of infants, Your respon-
dent begs leave to place the rights and interests
of his said ward into the hands of your Honor,
knowing that they will be there protected.

R W Orr Jr

Guardian ad litem.

Sworn to before me July 26th 1878.

James W Orr, Clerk.

Samuel Payne
ad. & Ans. of G. A. L.
Abraham Zimet als

Dec 15⁰⁰

To the Honorable John A. Kelly Judge of the
Circuit Court of Lee County.

The Joint Demurrer and Answer of of ~~Amanda~~
Parsons, and Amanda Parsons, his wife to a
bill filed in this Honorable Court, against
these respondents and others by Abraham D. Giffin
et al.

These respondents say the plffs bill is
not sufficient in Law and of this they pray
Judgement of the Court &c.

But if any other or further answer be de-
emed necessary, answering they say - That re-
spondent James M. Parsons ought not to be
further held liable, because they say, that on
the day of 186 , he filed his pe-
tition in Bankruptcy, in the District Court of
the United States held for the Western District
of said State; wherein said Cause was regu-
larly heard, & determined, as on the 31 day of
December 1869. . He was fully released from all
claims & demands provable under said Bank-
rupt laws & proceeding; of which the plffs
demands were a part, of said provable
demands & claims. But further they say the
said Amanda, who was the former wife of
William Parsons ("Surnamed the Long") and a daughter
of John L. Oliver deceased; said out of her
own distributive share of her fathers estate the

sum of \$200. which was for ~~that~~ ^{was} ~~sum~~, because
money from her said father, and was by the said
William Paid into said land as part of the purchase
thereof; this money she paid to the estate of her
father after the death of her husband William out
of her own separate funds; They allege a val-
id deed has been made for said land, and
as she paid the said debt out of her separate
estate, she has a lien thereon to that extent;
and she would have priority over the said cred-
itors. They further state, that by her last
settlement of said estate, ^{of which she was the executor} ~~previous~~ over it
will be seen she has at different times
out of her own money paid various claims
of her husband's estate, this she came in the
secret endeavor, to reserve ~~for~~ ^{to} herself a place
and a home; They submit that said Amanda
stands upon an equal footing with other credit-
ors to said William's estate, and that for whatever
~~amount~~ amount she may be found in excess a
Court of equity will substitute her, to ^{the} rights
debts & claims pro-rata of those she has paid
with ~~that she has paid~~ other creditors. They are
advised that the legal title of said land is still
in John Parsons, the deed made by him being
void and being executed after the death of said
William Parsons is void. Having granted to no
one else, except the "legal heir" of the said ~~William~~.

A copy of which filed & will be forthwith. -
They claim the said Smadar's claim in said land
after the payment of her claim for the \$200. which
they hereby assert & earnestly insist upon.

They further, allege that in her administration ac-
count, of said William's estate, after deducting, the
property exempt to her by law, from levy and
distress, there was still lacking about the sum
of \$92. to pay said debts, ^{after crediting the amount of the sale bill} & this sum your female
respondent has paid out of her own
separate ^{private} & sole property, ~~except about the sum~~
~~of \$44.~~ The female plaintiff then while admin-
istratrix of said William Parson's estate, over and
above, the effects in her hands, paid out of ^{her} own
money \$111.00. in said Parson's liability as ^{one of the securities of said} sheriff &
to this extent, she stands ready & can show she is
in advance of some of plaintiffs in her con-
tribution. The female respondent paid a debt of
said William Parson of \$73. ^{contracted in the above statement} in addition to the
~~above~~, this she paid out of her distributive share
of her father's estate. She has paid various ^{for} tickets
& small claims, to numerous to mention & these
respondents join the plaintiffs in ~~account~~ ^{account} for all
just debts settled by either, & these respondents
stand ready to show, their whole transaction.

But the plaintiffs should feel a blush of shame of
~~shame~~, mount to their cheeks when they seek to enforce
against this female respondent & her little children
fatherless & poor, ~~when they attempt to set up~~

This is a copy from the said Smadar's estate

~~against him~~ ~~these~~, their pretended claim, of the
County Levy. Levied in 1861, and paid to the Bank by
you in 1864; By whose authority or request, I under
what order or proceedings, did the plffs become the
agents & attorneys of the county of Lee. These respondents
deny upon their information that ever ^{the plffs} paid,
any sum for this County for which said Parsons or
his securities are bound. They deny that said Parsons
ever received any such levy; except such as he
has long since fully paid over as account~~er~~
and even upon the plffs own showing, the said dem-
and being only an assumption, is barred by the
statute of limitations, which they here expressly
plead & rely upon. There seems to be a strange
combination of parties, Abraham D. Spier one of the
plffs seeks to saddle upon himself & co-securities
for his co-plaintiffs, which could it be enforced,
would draw from his own pockets, a much larger
sum than he has already paid - what goodness
& fairness for one to sue themselves, to their & their
neighbors injuries through a pure design of affect-
ing justice. This claim, fictitious & unfounded
should, be thrown from ~~this~~ case, without consid-
eration & the parties left to their Confederate Bonds in
which as these respondents are advised the plffs
ought invest ment, when they started to bring down
but once then in 1864, the plffs, conceived the design
of investing in the debt Lee county and then

having on hand some of their own money & much of other people's for the purpose
accordingly, voluntarily, and off their own will
put wholly out of their own money, but considerably of other people's
paid the debt of said County. It turned out
under the circumstances a bad investment,
and the plffs have ever since, now for a period of
more than 12, years been chasing up, some
creditor on whom to settle their Confederate
money; they know the law, and your respondents are
informed the laws of this state does not permit
the enforcement such a claim which as plffs
allege was in furtherance of the late rebellion, and
to aid the late war, & hence invalid - the plffs if
they could enforce their claim could only do so
against the County of Lee, or by way of subrogation
to her rights - these respondents deny all allegations
of the plffs will not being specifically denied or
answered. They are willing to an account, of all
matters except the County levy item; and having now
fully answered they pray to be hence dismissed.

James A. Parsons

Virginia Lee county, to wit.

This day James M. Parsons and Amanda Parsons his
wife former administrators of the estate of Wm Parsons de-
ceased personally appeared before me & made oath that
the foregoing facts as far as made upon their own knowl-
edge are true as far as made upon information
of others they believe them to be true - Given under my
hand this 5th day of April 1876.

James W. Orr, Clerk.

111P.

James M. Parsons

ad } Answer.

Abran D. Gindles

To the Honorable John A. Kelly Judge of
The Circuit Court of Lee County:

The demurer and answer of John, S. Parsons
to a bill filed in this Honorable Court
against, by Abram D. Ginn & others, against
John Parsons & others in this Honorable Court-

Respondent says the Plffs bill is
not sufficient in law, and of this he
prays Judgement of the Court, &c.

But if any other or further answer
be deemed necessary answering he says
that, it is true that his father William Parsons
owned an equitable interest in a piece of
land situated on Lewis Creek ridge in this
County; for which he agreed to pay, said
John Parsons late sheriff the sum of about
\$670; and he owed a balance thereon when his
said father entered the service of the Confederate
Army; from which he was captured and taken
to prison in the north. At one time while
his said father was at home on furlough,
desiring to make a payment on said land, ^{and not having the money} he
sent this respondent, to John L. Oliver, who
was the grand father, of respondent, with a
note or bond, signed by him to said Oliver
for \$200, ^{for the purpose of borrowing that sum.} Respondent obtained the money and
returned home to his father with it, and he saw
his father pay the ~~same~~ ^{about that sum, & which he believes to be the same} the next day, to said

John Parsons, and left his notes. While in
Prison his said father died, and said John
Parsons deeded said lands on condition that
his said father was debt to the said William's
wife & lawful heirs - This Respondent
submits, whether said deed being made
after the death of his said father which he
alleges to be true, whether said deed passed
any right or not. He is advised that it
will not serve to pass the legal title to said
land, and that a court of equity will not
subject the same, while the title is outstanding

In any event, your orator believes his
mother & co-defendant Amanda Parsons, now
the wife of James M. Parsons, is entitled in
addition to her dower interest, to an equit-
able claim, if not a lien absolutely, there-
which arose, as before hinted, in this way -
~~As before hinted~~. The father of your respondent's
mother, was John L. Clinger esq. now deceased
and to whom, the said \$200. note before men-
tioned, was executed, and paid into the said
land. Before said deed was, executed your
~~or~~ respondent's mother who was as is a
distributrix of said Clinger estate, accounted
with her father's executors, and paid out
of her own distributive share, said \$200. fully
and therefore, to this extent, said land is as

your respondent, is advised, equitable liable
to said claim and the taxes, which she has
continued, to pay. This respondent further states
that his said master has not had her slave
assigned her, and whether she seeks the same or
not, she is intitled thereto - This respondent does
not believe if the plffs recover the several
Judgments, set up by them, then deducting
his master's interests, as aforesaid the land will
in five years pay his said master due pro-
portion. This respondent denies the plffs
bill so far as it alleges, the collection of the
County levy of Lee County for the year 1861 by
said Parsons Sheriff as aforesaid, or the liability
of his securities therefor. He denies that the plffs
Isaac T. Bishop or M. D. Richmond paid any
demand for which said Sheriff or securities are
liable, and the plffs own showing refutes itself
that they paid "In 1864, the County Levy of 1861". This
would be a fine speculation indeed, to come off
of the widows & orphans interested in this cause.
This respondent is informed, that if ever they paid
anything for the County of Lee, it was a debt
she owed, the bank contracted for the illegal pur-
pose of carrying the late war, and expressly
prohibited from being enforced by the laws of
the United States ^{Laws and Organic Constitution} ~~Congress~~ - that they paid it
voluntarily, and without constraint, and human can
not charge their dependents, with their own

Voluntary indebtedness or
mismanagement. And what interest the plff
A. D. Green has in setting up this claim this
respondent is at a loss to see. He does not
have any personal knowledge of the justness
of the claims & judgments mentioned but he calls
for full proof, & an account of the things herein
~~mentioned~~ in the plff bill mentioned. Denying
especially the plffs legal or equitable demand for
the claim on account of the country levy. He says
denying all things not herein specifically denied
Confers or answers he prays hence to be dis-
missed with his costs.

Hazen & Pilemore

Suborn to before me by John S. Parsons.
April 5th 1876.

James W. Orr. Clerk.

THAT

John S. Parsons

Acty & Answer

Abram D. Green

To the Hon. John G. Kelly Judge of the
Ancient Court of Lie County, Va.:

The answer ^{son of Mrs Parsons decd} of Thyer Parsons, Sylvester
Wells, Annice E. Wells, Mary Wells & Samuel C.
Wells children and heirs at law of Doctor F.
Wells decd infants under the age of 21
years, by Wm A. Orr their Guardians ad
litum, assigned to defendants there in this
suit, to a bill exhibited against the said
defendants it also by Abraham D. Davis, Marion
B. Richmond and Isaac J. Bishop.

These defendants renouncing all exceptions which
may be taken to said bill, assuming said bill that they
are advised of no defense that they can make to
said ^{bill} and the Court of Chancery being the
peculiar guardian of the rights and interests of
infants beg leave to place their rights and
interests into the hands of your Honor.

Having assumed as fully as they are
advised and deem it necessary to answer
they pray to hence be dismissed with their
costs

Wm A. Orr Guardians
ad litum.

Sworn to before me by Wm A. Orr, G. J. L. Nov 29th 1876.

James W. Orr Clerk.

57.61 2-5
 14
 23044
 5761
 7/8065-4

Abraham Lion et al

vs } Aus. Guardian ad.
 litem

John Parsons et al

Filed at New Rules 1876.

James H Orr, Clerk.

For \$5.00

To the Honorable, John S. Kelly Judge of the
Circuit, Court of Lee.

The separate, demurrer answer of Elijah
Pennington, to a bill filed in this Honorable
Court against him and others by Marion D. Richmond
and others.

Respondent says the plffs bill is not suf-
ficient in Law; and of this he prays Judgment.

But if any other or further answer be
deemed necessary answering he says, that
the plff bill may be correct, so far as it
details the transactions therein and the payments
made by the plffs. He can not gain say them
yet he does not confess all or any of them
but calls on the plff for proof thereof.

But in any event this respondent can not
^{as he is charged} be held liable for any part thereof. Because
he says that heretofore to wit on the day
of 1868, he filed his petition in Bank-
ruptcy in the District Court of the United States
and this cause was regularly heard, and his cred-
itors notified, and on the 31 day of December
1869, this respondent was fully discharged ~~therefrom~~
from the payment of all claims against him provable
under said Bankrupt Law, and this respondent
alleges that the claim set up by the plffs for
Contribution, by him of money paid by them on
account of their joint surety ship, is such a claim
being only an assumption, as was clearly proved.

under said Bankrupt Laws and the plffs
having failed & refused to prove their said claims
against him in said Bankrupt proceeding he
is advised that he is forever discharged. His
discharge before alluded to, will if required be
found filed herewith as a part hereof. And having
now fully answered he prays now to be dismissed
with his costs.

Josiah P. Moore.

Virginia Lee County Court.

This day Elijah Emington personally appeared
before me the undersigned, and made oath that
the facts stated in the foregoing answer are true so
far as made upon his own knowledge and so far
as made upon information derived from others
he believes them to be true. Given under my hand
this 3 day of April 1876

John R. Gibson Jc,

J. R. Gibson Jc

Elijah Perinister

ad. } Answer.

M. D. Richmond

Filed April 4th 1876.

James W. Orr, clerk.

to wit, Abraham firm \$447.23. W. D. Richmond \$176.75
and I. T. Bishop \$124.94, making the aggregate aforesaid; and
as it appears, that in order to equalize said sum of \$748.92
among the Eleven solvent sureties of John Parson late
sheriff, so that each solvent surety shall pay his due
proportion, it is ascertained that Elijah Pennington shall
pay \$68.08⁷/₁₁ Joseph Miller \$68.08⁷/₁₁ Ira G. Sprinkle \$68.08⁷/₁₁,
Heirs of Wm. Hughes \$68.08⁷/₁₁, the heirs of D. H. Wells \$68.08⁷/₁₁, the
heirs of Alexander Payne \$68.08⁷/₁₁, John Payne \$68.08⁷/₁₁ and Solomon
Payne \$68.08⁷/₁₁ with interest on each of these several sums, from
the 19th August 1876, and each of said parties shall pay
their equal share of ^{of this suit} the costs, as taxed by the Clerk of
this Court, and of said principal sum & interest when
collected the Pltff Abraham firm shall be entitled to
\$379.14, W. D. Richmond the sum of \$108.66 and Isaac T.
Bishop, the sum of \$56.85.7 with interest on each of said
sums from the 19th August 1876, until paid, and their
due proportion of the costs collected, in consideration
whereof, it is therefore, adjudged, ordered & decreed that the
Pltff W. D. Richmond who is hereby appointed & receiver for
the purpose, collect, ~~from~~ each of the said sureties, is
ordered to pay ^{to} him the amount stated to be paid by
each as stated in this decree, and for the collection
thereof an execution may issue, if not paid within
30 days, against each of the ^{for this sum,} surviving sureties,
which he is herein decreed to pay, with the equal
share of the costs endorsed, but this shall in no
wise effect the rights of the Pltffs to be hereafter
subrogated ~~if~~ necessary, to the rights of the Judgmt
creditors, to whom they have paid, the said sum
of \$748.92, as aforesaid, against the surviving sureties,

herein before named, but before collecting these
sums, or the sums hereafter named from other parties,
the said Receiver shall execute bond to his Co. Pltffs, in
the penalty of \$500, or with good security for the
due performance of his duty, and when the sums
are collected of the surviving beneficiaries, and the heirs of the
decd. beneficiaries, the said Receiver shall retain same herein
before set forth as due him; and he shall pay to his
Co. Pltff Abram four \$375. 14, and to E. J. Bishop the sum
of \$56, 85, and it further appearing to the Court that
the personal estate of the deceased beneficiaries, whose heirs
are ordered, in this decree, to pay the equal share of
their decedent, is entirely exhausted, and that there
are lands in the possession of the several decedents
or a portion of said heirs liable for the sums, ~~for~~ which
their decedents' estates are found liable to pay, in
this cause, it is therefore further, adjudged, ordered & decreed
that unless the said heirs, of Mrs. Hughes, decd., D. B. Hall,
decd., & the heirs of Alexander Payne decd., or some for them
shall within 60 days, pay to the said Receiver, the sums
which have been found due from the estates of the
said several decedents, including principal interest
& costs, apportioned as herein before directed, it shall be
the duty of the Sheriff, of Lee County, to take possession
of next ant, the land shown in the proceedings in
this cause, to have been owned, by the decedents at their
death, & still in the possession of the heirs, or any part
of them, by descent, subject to the dower right of any
of their widows still living. The said mortgaging
shall be for such time, as will raise the requisite sum
& costs, or a ^{annual credit} ~~credit~~ of \$2 ^{per} ~~year~~ except as to costs.

+ expense of ^{renting} sale, which shall be paid down &
for the deferred payment, he shall take bond & good
security, bearing interest from date & waiving the
Homestead. He shall not rent until he has given
notice in the Court House ^{door} of Lee County, & at some
more public place, in the vicinity of the land,
for 20 days, of the terms, time, & place of meeting
which latter, may be at the Court House, on
a Court day, or on the premises, as he thinks
will best promote the interest of all parties
concerned; and he, & the said Receiver shall
report their respective proceedings to a future
term of this Court, and this cause is continued
until the next term.

Wm. J. Harrison

W. Deane

Wm. Patton & others

March term 1879

Continued Page 47

J. W. Jones

Alfred Richmond
Receiver &c.

Continued

J. A. K.

Apr 5/79

A D. Given & others Deff }
vs. } In Chy
John Parsons & others Defts }

This cause came on again to be heard this 15th day of December 1877 upon the papers formerly read in the cause and the report of Comr. Henry Morgan and was argued by counsel, and for reasons appearing to the Court the said report is re-committed to said Comr. with directions to report as fully as he might have done upon the matters referred to him by a former decree in the cause and also in reference to any new parties that may be brought into this cause and on motion of the Defts leave is granted them to file an amended bill in this cause at Rules, and the cause is continued

80
640

79 4 5
70 8 19
2 7 18

31
152

80
640

447.23
124 94

379 14
108 66
56 85

544.65
27 23 20
54 4 5
2 7 23 2
2 7 23 2

87.14
544 65
631.79
124 31
75 6.10
640
116 10

A.D. Fein tal
vs. } Decree

John. Painsstal

Entered page 712,
Jas H Orr, Clerk.

Re-Committing report
as to new parties.

Enter this decree

J. A. H.

Dec. 5/77

Abraham Geo. et al. plfs. vs. J. P. Parsons et al. Defts. In ch.

This cause came on again to be heard on the papers heretofore read in the cause and the report of Commissioner Morgan with an exception thereto, and was argued by Counsel. On consideration whereof the report is confirmed in all things except so much thereof as relates to the claim of the plaintiffs, Richmond & Bishop, for ^{the} Payment made to the Bank at Abingdon, and no opinion being expressed by the Commissioners in reference to this claim, but the same being referred to the determination of the Court, no further action in reference to so much of the ~~report~~ ^{report as respects this claim} is called for, & no action is deemed necessary upon the exception taken thereto. And the Court is of opinion that by the Order of the County Court, ^{of Dec. 1847} filed as exhibit "H." with Commissioner Morgan's report, the late Sheriff of the said County would only have been ~~authorized~~ ^{authorized} to pay the County levy of that year to some legally constituted agent of the County, and a payment to any other persons by the Securities of said Sheriff could not charge him. The Court is further of opinion that the Bank at Abingdon was not such agent.

The Court is further of opinion that, if the transaction with the Abingdon Bank did not amount to a payment and discharge of the County bond, but was a purchase thereof then the County, and not the said Sheriff is the debtor, and the holder's right of action is against the County.

The Court is further of opinion that if, the bond of the County held by the plaintiffs was not paid off and discharged by the transaction with the bank, yet, if the County could not be compelled to pay the same, then, though said Sheriff might be in arrear, & indebted to the County, the plaintiffs could not claim to be substituted to the County's against said Sheriff.

for this would be indirectly to enforce payment against the County, where ~~direct~~ the law prohibits & forbids a direct recovery.

It is therefore ~~adjudged~~ ^{adjudged ordered & decreed} ~~adjudged~~ that the plaintiffs are not entitled to contribution as to the amount paid on the Abington Bank debt.

It is further ~~adjudged~~ ^{adjudged} ~~ordered & decreed~~ that, Commissioner Morgan do report.

And it not satisfactorily appearing what real estate of the several defendants, Pennington, Willis, James M. Parsons and Ira H. Sprinkle, are liable for the amounts for which they appear ~~to be~~ bound to contribution, nor what estate real or personal of W. Parsons due? Mr. Hughes & Doctor Wells, severally, are liable for their contributive shares. Commissioner Morgan will enquire and report whether there be any personal estate of said decedents, what real estate they severally died entitled to & ^{and} liable now to the plaintiffs' claim, and what ^{real} estate Mr. and J. M. Parsons, Pennington, Willis & Sprinkle own subject to said claims and he will enquire of the annual rental value of the said ^{several} real estates, and report to Court, together with any other matter deemed pertinent by himself or required by any party & the cause is continued.

John Hobbins et al
vs
James M. Parsons et al

Explored Codes Book
page 569 & 570.
James M. Parsons et al.

adjudged County of Bristol
debt & confirmed amount is paid
& no conflicting laws, to or certain
real estate of one party, & all
of said parties.

Enter
J. A. H.
Sept 8/76

Abraham Geon and others, plffs

vs.

John Parsons and others Defs

3 In Chy

This cause came on the 7th day of April 1876 to be heard on the bill of the Complainant, and the Demurrer of the defendants, James M. Parsons, & wife, John S. Parsons, & Elyah Pennington and the matter of law being argued, ~~the Court is of opinion that the joinder of the real, as well as, personal representatives of the deceased Co. Securities, cannot prejudice the parties demurring for this cause, as to the demurrants, the demurrer is on to this point overruled.~~ And the demurrer going to the whole bill, and there being some sufficient and uncontroverted grounds of jurisdiction, which would at all events entitle the plaintiffs to relief, the demurrer must be overruled. But in overruling the demurrer, the Court does not pass upon the particulars of the plaintiffs' claims, and especially does not pass upon the liability of the Sheriff Parsons for what is called the Abington Bank debt, ~~but~~ the Court being of opinion that the same may be more fairly & ~~more~~ satisfactory disposed of upon bill and answer, than upon Demurrer. And the defendants J. M. Parsons & wife & John S. Parsons & ^{Pennington} Elligato, by leave of the Court filed their answer, to which the plaintiffs replied, and the ^{cause} being further heard on bill, answer & replication and arguments of counsel, it is adjudged, ordered & decreed that H. J. Morgan, one of the Court's Commissioners do take an account of the matters litigated between the parties in this cause report the same to Court.

Abram Ginn & others

vs Deane

John Pannings

March 5. 1876

Entered order Book

page 530.

James W. Clark

Entered
In 1876
Apr 7/96

Virginia.

At a Circuit Court continued and held
for Lee County, at the court house thereof,
on Saturday the 5th day of April 1879.

A. D. Zion et als

Plffs.

against

John Parsons et als

Defts.

} In Chy.

This Cause came on again to be heard, on
the 5th day of April 1879, upon the papers
formerly read, and the amended bill
of the Plffs. and the answer of the guardian
ad litem, the exhibits filed, and the depositions
of witnesses, and the 2 + 3d report
of H. J. Morgan Counr, and was argued
by counsel, and it appearing to the Court
that the process has been duly served
upon the home Defts, and that the
order of publication has been duly posted
& published against the non-residents, &
the adult Defts, still failing to appear, the
amended bill as to them is taken for
Confessed, and it also appearing that said re-
ports have been filed the time required by law,
upon consideration whereof, it is adjudged,
ordered & decreed that each of said reports be
confirmed, except that the 3d report be and
the same is hereby modified, so as to omit, by
consent, and forever release the lands and
heirs of Wm Parsons (Long) from the operation
of this decree, or further liability to their

C. Securities of Wm Parsons, and cast upow eleven
of the Sureties of Jas. Parsons, late Sheriff,
the burden of the Sum found to have been
paid by the Pffs. instead of twelve of Said Sureties
as found by Court, Morgan in Said report; &
that the Pffs recover of John Parsons the Sum
of \$748.92, with interest from the 19th August
1876, and the Costs of this Suit, which when
Collected, if ever, under the subsequent pro-
visions of this decree, will belong to, and still
be distributed among the Pffs and their
eight Co Sureties hereinafter named; but as
it appears that John Parsons late Sheriff, is
insolvent, and that the above Sum of \$748.92
and the Costs of this Suit, has been paid by
the Pffs, as follows, to wit. - Abraham Zion \$447.28,
M. D. Richmond \$176.75 and J. T. Bishop \$124.94
making the aggregate aforesaid; and as it
appears that in order to equalize Said Sum
of \$748.92 among the eleven Solvent Sureties of John
Parsons, late Sheriff, so that each Solvent Surety
shall pay his due portion; it is ascertained that
Elijah Pennington shall pay \$68.08⁴/₁₀₀, Joseph Willis
\$68.08⁴/₁₀₀, Ira G. Sprinkle \$68.08⁴/₁₀₀, Heirs of Wm Hughes
\$68.08⁴/₁₀₀, the heirs of R. F. Wells \$68.08⁴/₁₀₀, the heirs of
Alex. Payne \$68.08⁴/₁₀₀, John Payne \$68.08⁴/₁₀₀ and
Solomon Payne \$68.08⁴/₁₀₀ with interest on each
of these Several Sums, from the 19th Aug' 1876,
and each of Said parties shall pay their

equal share of the costs of this suit, as taxed by the Clerk of this Court, and of said principal sum and interest when collected, the Poff. Abraham D. Zion shall be entitled to \$379.14, M. D. Richmond the sum of \$108.66 and Isaac T. Bishop the sum of \$56.85, with interest on each of said sums from the 19th August 1876, until paid, and their due proportion of the costs collected. On consideration thereof it is therefore, adjudged, ordered and decreed that the Poff. M. D. Richmond, who is hereby appointed a receiver for the purpose, collect, and each of the said Sureties is ordered to pay to him the amount stated to be paid by each as stated in this decree, and for the collection thereof, an execution may issue, if not paid within 30 days, against each of the surviving Sureties for the sum, which he is herein decreed to pay, with the equal share of the costs endorsed, but this shall in no wise affect the rights of the Poffs to be hereafter subrogated, if necessary, to the rights of the Judgment Creditors, to whom they have paid the said sum of \$749.92, as aforesaid, against the surviving Sureties herein before named, but before collecting these sums, or the sums hereafter named from other parties, the said Receiver shall execute bond to his Co. plaintiffs in the penalty of \$500.00 with good security for the due performance

of his duty, and when the Sums are collected of the Surviving Sureties, and the heirs of the ~~decd.~~ Sureties, the Said Receiver shall retain the Sum herein before set forth as due him, and he shall pay to his Co. plaintiff Abraham Zion \$379.14, and to J. T. Bishop the Sum of \$56.85, and it further appearing to the Court that the personal estate of the deceased sureties, whose heirs are ordered in this decree, to pay the equal share of their decedent, is entirely exhausted, and that there are lands in the possession of the several decedents, or a portion of Said heirs, liable for the Sums which their decedents' estates are found liable to pay in this Cause; it is therefore further adjudged & decreed that unless the Said heirs of Wm Hughes ~~decd.~~, R. F. Wells ~~decd.~~, and the heirs of Alexander Payne ~~decd.~~, or some one for them, shall within 60 days, pay to the Said Receiver, the Sums which have been found due from the estates of the Said several decedents, including principal, interest & costs, apportioned as herein before directed, it shall be the duty of the Sheriff of Lee County, to take possession of, and rent out the land shown in the proceedings in this Cause, to have been owned by the decedents at their death, and still in the possession of the heirs, or any part of them, by descent, subject to

the dower right of any of their widows still living. The said renting shall be for such terms as will raise the requisite sum, and costs, and an annual credits during the term of lease, except as to costs and expense of renting, which shall be paid down, and for the deferred payments, he shall take bond & good security, bearing interest from date, and waiving the homestead. He shall not rent until he has given notice on the Court house door of Lee County, and at one or more public place in the vicinity of the land, for 20 days, of the terms, time & place of renting, which latter may be at the Court house on a Court day, or on the premises, as he thinks will best promote the interest of all parties concerned; and he and the said Receiver shall report their respective proceedings to a future term of this Court, and this cause is continued until the next term.

A copy

Teste. R. W. Orr Jr. C. C.

A. R. Jones et al
vs. Bishop of Acers.
John Parsons et al

Ordered to be returned
by M. D. Richmond
J. Miles & Co.
for J. S. Ely & Co.

Wm. R. receiver
& awards Li. La.

(4)

Commissioners office Jonesville. Va Aug 22^d 1877.
A. D. Ginn & others Defts }
vs. } Embury
John Parsons & others Defts }

The deposition of John P. Graham & others
taken at the time of making a second report
in the above styled cause.

The said Graham being duly sworn deposes
and says As well as I now remember James M.
Parsons before he went into Bankruptcy was
the apparent owner of about three separate pieces
of land lying in the Pot Valley, on the South
side of the Stone or Cumberland Mountain, and
on the North side of the Pot Valley ridge not
far from where I live. One of which tracts
is said to contain from 75 to 90 acres, another
contains about 115 acres and the 3rd is said
to contain about 200 or a little upward.

I am now the owner of said 75 or 90 acre tract
and I bought the same at the Bankrupt Sale
and paid therefor \$90.00 but I accounted to said
James M. Parsons for the same ^{for} the sum of \$225.00
excluding said \$90.00
by giving him credit for that sum on debts he
was then owing me. This tract was once
owned by George Smith, and in the partition of
his lands was allotted to the wife of John D.
S. Russell, and Russell & wife sold the same
to Mitchel C. Parsons, who subsequently sold
the same to James M. Parsons, but at the time

I bought it. Mitchel had not conveyed it to James M. Parsons, and since my purchase said Mitchel to Parsons has conveyed the same to me and I also have a deed made by James M. Parsons assignee in the Bankrupt court. I feel satisfied that James M. Parsons never had any title to said 75 or 90 acre tract but I do not ^{know} whether said land had been paid for by James M. Parsons or not.

The tract of 115 acres I think said Parsons had title thereto, and it was sold by his assignee in Bankruptcy, bought by Mr. M. D. Richmond who sold the same to one Ephraim Johnson who conveyed one half or a part thereof to his son James Johnson and by these two the same is now held.

As to the 200 acres tract, I think James M. Parsons had title to the same, but before he went into Bankruptcy, he either sold or pretended to sell said tract, to J. T. Cecil, who subsequently sold the same to Robt. and Elisha Sprinkle but I do not remember distinctly who made the conveyance to them, whether Jas. M. Parsons conveyed said lands to J. T. Cecil, and he to said two Sprinkles, or whether James M. Parsons conveyed directly to said two Sprinkles.

But, after the conveyance was made to said Sprinkles I divided the said lands between them, and Robert's part was afterwards sold for debt, and Patrick Hagan became the purchaser thereof, and Elisha Sprinkle

is still holding his half.

I have now given, according to my best recollection, a history of the said James M. Parsons' lands, and if he ever has become owner of any other lands since parting with these, I have no knowledge of it. It is true, that within the last few years he intermarried with the widow of William Parsons to whom & her children, by her first husband, John Parsons had conveyed a small tract of lands, and by his marriage with her, I suppose he became entitled to a life estate in such interest in said lands as was conveyed by John Parsons to the last wife ^{of James M. Parsons} & her children. And the said James M. Parsons has recently departed this life.

I am tolerably well acquainted with these three tracts of lands, and my opinion is, that in their present condition, for they are much better than when he parted with them, they would rent annually for some \$40.⁰⁰ or \$50.⁰⁰

I am also tolerably well acquainted with the lands owned by Elijah Pennington, and from my knowledge of them, they would, I think, reasonably bring about \$30.⁰⁰ in annual rent.

I am likewise tolerably well acquainted with the tract now owned by the widow & heirs of William Parsons de'd conveyed to them by John Parsons since the death of said William, and my opinion is, that it would bring something like \$30.⁰⁰ per year in rent.

I am likewise tolerably well acquainted also with

the lands owned by William Hughes Jr. deceased which descended to his heirs-at-law, and my opinion is, that four or five shares thereof, would reasonably be worth \$50.⁰⁰ to \$65.⁰⁰ in rental value per year.

And further this witness saith not.

John P. Graham

William S. Hurst. another witness being duly sworn deposes and says

I live on the lands lately owned by Isaac B. Sprinkle, and am therefore well acquainted therewith and my opinion is that the same lands all together would probably rent for about \$150.00 per year, and further this witness saith not.

W. S. Hurst

Joseph Willis being sworn with reference to his lands says

I suppose I own on Black water some three hundred acres of land of which there are cleared and is fit for cultivation about 100 acres, and this I suppose ought to be reasonably worth in annual rental value the sum of \$100.00 at the least, and further this witness saith not

Joseph^{big} Willis

Virginia Lee County town^{mark}

The foregoing deposition of John P. Graham, W. S. Hurst and Joseph Willis were taken before me sworn to and subscribed by them respectively

H. Morgan Comr

A.D. Ginn & others

vs { Defro.

John Parsons & al

(4)

Commissioners Office Jonesville Va. Augt 14th 1876
Abraham D. Zion & others Defts

Against
John Parsons Late Sheriff & others Defts

In Chancery

To the Hon. John A. Kelly Judge of the
Circuit Court of Lee County Virginia:

After having given to the parties to this Suit
the notice which is shown by a paper herewith
filed marked (A) I now proceed to the consideration
of the matters involved in this Suit, so far as I under-
stand them, and that you may the more easily
comprehend the whole of the matters involved in
this Suit, it seems to me that as concise a statement
as I can make of the whole matter, might be
useful to you, in adjusting the matters at issue
between the parties:

In May 1860 John Parsons was elected Sheriff
of the county of Lee, for the term of two years, com-
mencing on the first day of January 1861

Some time during the summer or fall of 1860
he gave bond, with sundry persons as his Sureties,
but their names are not now recollected, and
it is not material that they should be here stated
for about January 1861 a few days after his
term of Office had commenced, some one
or more of his first Sureties required him to give
a new bond, which he accordingly executed
with Elijah Pennington, Joseph Willis James M. Gung

Alexander D. Stark, S.B. Crockett, James M. Parsons,
William Parsons, William H. Hughes, Eli B. Crockett
Ira G. Sprinkle, Doctor F. Wells, William Parsons
Joseph P. Bishop, A.D. Lyon, John Payne, Alexander
Payne, Solomon Payne, Thomas Holcum, Marion
D. Richmond, and Isaac T. Bishop his Sureties

Under this bond, said John Parsons acted as
Sheriff of this County according to my present recolle-
ction till some time during the year 1864 when
the said Isaac Bishop was elected his Successor

The said John Parsons was re-elected to the
office of Sheriff for a second term 1862 to commence
January the first 1863. But he failed to execute the
bond required by law, and thus forfeited his second
election, and probably owing to the confusion
then in the country the County Court did not
order an election to fill that vacancy immediately,
and Parsons held over under said bond off for 1861.
and it is a copy of that bond, which is filed by the
Defts with their bill as Exhibit (A)

Since the close of the war, investigation has
disclosed the fact, that John Parsons while thus
acting as Sheriff, had collected sundry small
executions, which had been placed in his hands for
the purpose, and had failed to pay over the money
to the proper parties, and as is usual in such
cases, motions or actions or both were instituted
either against Parsons and his Sureties, or some

one or more of them and some of them were prosecuted to judgment, and execution and upon these some three or four of said sureties have been compelled to pay some small sums of money & were these small sums thus paid, all that is involved in this suit, the matter would be very easy and quickly settled.

One of the motions just referred to, was brought by Martin S. Jayne for the benefit of James W. Jayne admr of James Jayne died against said Parsons and a number of his sureties in which there was a judgment in favor of the Plaintiff and a copy thereof is herewith filed marked (B) On this judgment A.D. Jm from one of said sureties, and one of the Plaintiffs in this suit paid the whole amount thereof being \$136.70 of which he paid on the 18th day of August 1870 \$100.00 and on the 17th day of Sept 1870 he paid the residue thereof of \$36.70

Another of said suits or motions was made in the name of Henry L. Hall for the benefit for the benefit of C. F. Cook, against Parsons and sureties which resulted in a judgment against said defendants, and upon an execution which issued thereon the said A.D. Jm paid \$82.60 the full amount thereof as will be seen by the sheriff's receipt herewith filed marked (C) And this payment was made on the 20th day of December 1869.

Another judgment was obtained by the

commonwealth for the benefit of William A. Jones
James F. Jones and John Riddle against said
John Parsons and Securities, on which, Marion
D. Richmond paid the sum of \$75.00 on the 19th
day of June 1874. And on the same judgment the
said A. D. Zion paid \$45.00 of which \$35.00 was paid
June the 15th 1874, and \$10.00 Nov. the 16th 1874, and
Isaac T. Bishop on the same judgment paid the sum
of \$30.00 of which \$20.00 was paid Augt the 26th
1874 and \$10.00 March the 22nd 1874.

Another judgment was obtained by James T. Lloyd
adm'r of John Arey decd. against said Parsons
and his Securities, on which said Richmond paid
the sum of \$87.75 Oct the 20th 1875. The said A. D.
Zion paid the sum of \$91.37 of which sum \$50.00
was paid October the 5th 1875. \$20.00 Decr 10th 1875
\$17.00 January 20th 1876 and \$4.37 March the 7th 1876
And the said Isaac T. Bishop paid upon this
judgment \$88.41 of which \$25.00 was paid Sep
the 8th 1875 \$25.00 Decr 3rd 1875. \$6.50 January 5th 1876
and \$31.91 this August the 14th 1876. And on this
last judgment, A. D. Stark in the administration
of his real estate in your Honor's Court accounted
for and paid upon this last judgment about the sum
of \$52.00 as well as I now recollect, but the date
of this payment I do not know nor is it material
to look after it, for Stark is now insolvent and has
left the State, and it is probable that the sum

5

thus paid by him will not be more than his
 parts of the aggregate sum paid by all, and
 thus thinking I shall pay no further notice to
 the sum thus paid by Stark, except it be to say
 that I believe that Richmond, Gion & Bishop
 have paid the whole of said judgments without
 getting the benefit of the sum paid by Stark, and
 if I am correct, D. Lloyd has collected on this
 judgments about \$52.00 more than he was entitled to
 receive thereon.

Amounts
 pd by each

The several sums paid out by A.D. Gion as such security
 amounts in the aggregate to \$353.67 and the interest
 which has accrued upon these payments from the
 time they were made down to Aug 14 1876 amounts
 to the aggregate to \$91.56 principal and interest
 therefore amounts to \$447.23 The principal of Mr
 Richmonds payments being \$162.75 and the interest
 being \$14.00 makes his claim amount to \$176.75 And
 Mr Bishop's payments being \$118.41 and the interest
 thereon being \$6.53 makes his claim amount to \$124.94
 all of which amounts in the aggregate to \$748.92
 calculated down to August 14th 1876 and was this
 all that is involved in this suit, the apportionment
 among the solvent parties would be easy so far
 as these payments are concerned.

About the claims here referred to, I suppose no
 question or doubt will arise as between the parties
 as to the pliffs right, to call upon their Co. Sureties

for Contribution, and as there may be some doubt, as to the last and main question, it would perhaps be well enough before proceeding further to apportion this matter down to this point among those thought to be Solvents. So that if your Honor should determine against the claim hereafter to be brought to your notice, You will still have a Statement before you by which you can adjust all about which there is no controversy or dispute:

The plaintiffs are proceeding in their bill upon the idea that beside themselves there are ~~four of~~ ^{estates of those who are dead} ~~estates of those who are dead~~ ^{sureties of J. Parsons} ~~the living, and those~~ ^{that are Solvents, to wit} Elijah Pennington, Joseph Willis, James M. Parsons and Ira B. Sprinkle, and the estates of (Long) William & Bill Parsons, William Hughes and Doctor F. Wells.

Non Solvent

10

If this hypothesis is correct, it follows that there are 10 of the Sureties who are Solvents, and said Sum of \$748.92 being divided into 10 equal parts, each Share will be \$74.89 $\frac{1}{2}$

amt to be pd
by each

Now to equalize said 10 parties the three Defts will be entitled to collect from Elijah Pennington Joseph Willis, James M. Parsons, Ira B. Sprinkle, from the estates of Wm Parsons, Wm Hughes & Doctor F. Wells in equal proportions the Sum of \$524.24 $\frac{2}{5}$ which will impose upon each the fragment of \$74.89 $\frac{1}{2}$ and when said Sum is realized, the plaintiffs

That each P^{ty}
is to receive

must be made equal, to do which A.D. Zinn will have to receive out of it \$372.33 $\frac{4}{5}$, said Richmond \$101.85 $\frac{4}{5}$ and said Bishop \$50.04 $\frac{4}{5}$ and when that is done, said \$524.24 $\frac{2}{5}$ will have been exhausted, and said 10 Securities will then have been made equal, and I now file herewith a paper marked (D) which shows in Tabular form, all the matters now stated.

We now come to the consideration of the main point in the cause, the Levy and the bank debt.

On the 20th day of May 1861 the County Court of this county, became imbued with the patriotic spirit, common to the people of this community at that time, and as an evidence of that spirit it ordered a levy of \$3000.00 upon the people of the county, and appointed Judge M B D Lane an agent on the part of the County, to borrow said sum, and to execute the bond or bonds of Lee County for the same, and a copy of the said order is herewith filed marked (E)

By another order of the said Court, entered on the same day, a copy of which is herewith filed marked (F) the said Court directed that \$1000.00 of the above mentioned sum should be collected during that year.

On the 15th day of July 1861 the County Court again appropriated the further sum of \$7000.00 for defraying the expenses of volunteers in the

in the Army of the Confederate States, and for the defence of Virginia, and it appointed Mr Hagan to negotiate a loan for that sum, and to execute the bond or bonds of the county therefor, and the copy of this order I now file herewith marked (G)

On the same day that the last mentioned order was made the said County Court ordered that the sum of \$3373.⁰⁰ of the sum appropriated by the county of Lee for the purpose of defraying the expenses of Volunteer Companies raised in this county for the Army of the Confederate States and defence of Virginia, should be levied the then present year, to be levied upon the same subjects and in the same way, that the taxes to and for the state are levied, And the Sheriff of the county is ordered when he makes off his tax tickets for the year 1861 against the tax payers of the county to add at the bottom thereof 33¹/₃ per centum of the whole amount of tax due from each individual to the state, and to collect the same and pay it over to the agent of the county of Lee &c. and I now file herewith a copy of this order marked (H)

This last order, was intended to cover all the levy for the year 1861 so far as the war debt is concerned, and was I think intended to supersede one of a similar character made at the previous May term a copy of which I have already filed,

The object had in view by the Court at the time was to raise the sum of \$10,000.⁰⁰ which they had authorised to be borrowed in three years and hence directed said sum of \$3373.⁰⁰ for the first year, that being about one third of the entire sum appropriated.

The bonds of the county were drawn by the two agents appointed for the purpose, and as well as I now remember were made payable to Mr Charles Cook (now dead) and by him endorsed, or assigned to the Exchange Bank of Virginia at Abingdon, and by it they were discounted, the money brought home and used for the purposes for which the loan was negotiated.

There is no evidence now before me that this levy of 33 $\frac{1}{3}$ per cents on the State taxes was collected by John Parson as Sheriff of this county during the year 1861. It is alleged by the juries in the bill, and not denied by the depts so far as I have seen, and I suppose it is a well known fact that he did so collect it, for it would seem to be a part of the public history, and public acts of the county. I shall therefore take it for granted that he did collect it, according to the directions of the county Court. This levy was separate and distinct from the levy for county purposes. The County Court in May 1861. Audited the claims against the county

ascertained the aggregate thereof, and then divided the same among the litchables of the County, and thus the county expenses for that year was laid upon the head of the taxpayers, while the war levy as I shall call it, was levied on property.

Altho fifteen years has passed since said levies were made, yet down to this time no Settlement of either has been made with Mr Parsons on account of these collections, But as the war levy was Separate and distinct from the general County levy, it is not necessary in this Suit, to state and settle Mr Parsons accounts with the county as the general county expenses, in order to ascertain how much he collected of the war levy.

Not long after the close of the war I commenced to make a Settlement with Mr Parsons of both these levies, but neither was entirely completed, and I now file herewith the Statement then made by me of this war levy marked (I)

The Taxes due from this County to the State for the year 1861 amounted in the aggregate to \$11,712.68, and $33\frac{1}{3}$ per centum thereof will give the Sum of \$3904.22. And this Sum I think was the gross amount of Parsons Collections of said war levy. He however was unable to collect all the Taxes that went into his hands, and he accordingly returned as delinquents, State Taxes to the amount of \$475.34. and $33\frac{1}{3}$ per centum thereon.

will give \$158.44 which being deducted from said Sum of \$3904.22 would leave a balance of \$3745.78 as the gross amount of his Collections of the war levy, And on that sum he is entitled to 5 per cent Commission for collecting the same. And five per cent on the last mentioned Sum will give \$187.28 which being deducted from said Sum of \$3745.78 will leave a net balance of \$3558.50 and, this I think may be regarded as the net Sum collected by Mr Parsons for that year on accounts of said war levy:

If Mr Parsons and his Sureties are held to account for that Sum, with interest thereon from the 15th day of December 1861, without any deduction, then when calculated down to August the 14th 1876 we have the round Sum of \$6689.98

I have but little doubt, that much the larger part of said Sum of \$3558.50, was in fact, collected by Mr Parsons in Confederate Money. And if it should be considered that he ought to be held to account for the value of that amount of Confederate Money as of January 1862. Then said Sum according to the standard of depreciation adopted by the courts for ascertaining the value of that Currency was worth about the Sum of \$2846.80 And if we add to that the interest from January 14th 1862 to August the 14th 1876 of \$2320.03 we have the round Sum of \$5166.83

In 1862 the County Court directed me as its clerk to prepare and issue as money the notes of the county in sums smaller than five dollars to an amount equal to the sum appropriated by the county for the prosecution of the war, and pursuant thereto, I did issue what was called county money, but not to the amount of \$10,000.00 probably something over \$9000.00 say about \$9424.50. And of that sum said Court set apart by an order \$5000.00 for the support of the families of indigent volunteers, and out of the sum thus set apart, I disbursed. On the order of said Court, somewhere between \$3000.00 and \$4000.00 as well as I now recollect, I thus paid out about \$3300.00 or \$3400.00, but the exact amount I cannot now state.

In the latter part of the year 1862 an arrangement was made by the State Authorities, with the agents or proprietors of Kings Salt works, for a large amount of salt which was to be distributed among the Counties of the State, and of that quantity about 1475 bushels was set apart, for the people of Lee County, for the month of December 1862. And in order to get that salt the County Court about the 15th of Decr 1862, appointed Francis Bishop an agent for the county, to receive and distribute said salt, and to pay the State agents for the same. And to enable Bishop to pay for said salt, the said Court directed me to loan him \$4500.00 out of the

money which I had received for the County notes, and I accordingly let him have it, and took his note or bond for the same. At another time, the said Court for the same purpose, directed me to let Mr. Bishop have the further sum of \$1600.00 and I accordingly did so, and took from him a second bond for that sum. Now these two loans amounted to \$6100.00, and thus things stood, at the time said Bishop was killed, in the early part of 1863.

Some time after said two loans were made, the said County Court directed me, to pay into the bank at Abingdon, to the credit of the County, any money that might be in my hands, belonging to the County, realized for the sale of the County notes; but I paid nothing under this order, for the reason that I had loaned, and paid out, all that I had received for the County notes.

At the time Bishop was killed, it is said that a considerable quantity of money was found upon his person, supposed to have been realized by him for the sale of said Debt, to the people of the County. and not long afterward Isaac T. Bishop one of the Plaintiffs in this Suit, qualified as said Bishop's admr and thereby became possessed of the money found on said Francis Bishop's person at the time of his death. And not long thereafter said Isaac sold said Francis's property for confederate

money as his Sale bill shows, and from these two sources said Isaac realized, a considerable sum of Confederate Money.

Not long after these transactions, I informed said Isaac T. Bishop, that as the agents of the county held on said Francis Bishop two notes or bonds amounting to \$6100.00 for money loaned him by the county with which to pay for the county debt, and I also informed him, that the county bank, had ordered me to pay into said Bank to the credit of the county, any county money that, I might have on hand, I also told him that I had gone to pay into bank for the reason that I had paid it out, and loaned it to said Francis Bishop. I then said to the said admr. that if he would pay into Bank to the credit of the county, a sum equal to the amount loaned to said Francis, and produce to me a receipt of the bank officers showing that I had paid that sum there, that I would then surrender to him said Francis two bonds with receipts thereon showing that he had paid them to me, but at this time no such transaction was made, but this conversation may have given rise to the idea of lifting the county bonds in bank, and it is for the purpose of showing the entire transaction and the circumstances connected therewith that these particulars and details are given.

In March 1864, as well as I can now recollect,

Isaac T. Bishop and myself went to Abingdon together. My object in going there was in part to bond a considerable quantity of Confederate Money for citizens of the county, and Mr Bishop told me that he had the same object in view, at least in part. After we had bonded or taken certificates of deposit for such money as we desired thus to dispose of, the subject of the County bonds in Bank was in some way not now remembered brought up when Mr Bishop asked me what I thought of the idea of lifting said bonds, or whether or not I thought it would be a good investment, or something of that sort. To which I think I replied that it would be a good idea, or a good investment or some similar expression, and I again reminded him that I had Frank Bishop's notes, and that it would be well to lift or pay the bonds in Bank, and thereby pay Frank Bishop's bonds to the County. He then said as well as I can remember, that he had some money of his own, and some that belonged to Mr Richmond together as he thought enough to pay said bonds and he believed he would pay them, and therefore we went to the Bank together ^{said bonds} ~~where~~ he lifted, and paid the amounts ~~then due~~ to the Bank officers.

The County bonds thus paid and lifted by Mr Bishop I cannot now find, because he says that they are either lost or misplaced so that he cannot find them, but I suppose that at the time

he paid them, there was due the bank not less than about \$11300.00 or \$11400.00 but this is only an estimate.

About the month of Sept 1866. by direction of the county court, the two bonds held by me on Francis Bishop's, was surrendered to said Isaac T. Bishop his admr, and the amount of these two, were credited upon the county bonds, or were to be so credited, and in this way at least \$6100.00 of the money paid to the bank by Isaac T. Bishop on the county bonds was returned to him, so that it would only leave upon the county bonds a balance of about \$5000.00 & the difference between this sum, and the levy collected by Parsons, exclusive of interest, would be in round numbers say \$1441.50 as to which said Isaac T. Bishop & Mr Richmond have no remedy, unless they proceed against the county, and should they do so, they would in all probability be met by some provision of Organic law, which provides in substance that debts contracted or liabilities incurred either by the state, corporations or counties which had for its aim or object the furtherance or promotion of the Rebellion shall not hereafter be paid by State Corporation or County, and this debt being one of that character, could not be enforced as against the county of Lee.

The plaintiffs here are not seeking to enforce a debt against the county, they are seeking to collect from Parsons and his Sureties, the sum which had been levied, and was intended for the bank or intended as a payment on the county bonds held by the Bank. Now if the bank could have proceeded directly against Parsons and his Sureties, without the intervention of a third party and ^{if} this transaction is of such a character that it must be looked upon as a sale and purchase or an assignment by the bank to Bishop and Richmond, then I see no reason why they cannot enforce this claim, since by this transaction in this view of the case Bishop & Richmond are substituted to such rights as the bank had nothing more not nothing left. If however the bank had no legal right to proceed directly, if she had no right which she could transfer, or if from all the facts and circumstances in the case, it shall be manifest that Bishop & Richmond were mere volunteers, and voluntarily without the consent of Parsons and his Sureties undertook to make them their debtors then your Honor must determine by what right they can maintain this branch of the cause.

If it shall be determined, that Parsons and Sureties are liable to Richmond & Bishop on account of said levy and collections then the further inquiry will arise as to whether they are entitled to the entire

^{Levy} with its interest, or whether the sum collected shall be reduced to the actual value of Confederate money as of January 1862 with the interest upon that sum thus ascertained, Or whether their measure of recovery shall be the value of the money paid by them in the payment of said bonds as of March 1864. the time when the bonds were paid, and taken out of Bank.

We have already seen what said Levy now amounts to, we have also shown what it amounts to if the sum should be reduced to the value of Confederate as of January 1862. and we will now see what the money was worth with which said bonds were paid as of March 1864.

The Levy as before stated amounted to \$3558.50 and the presumption is that it was collected by the 15th day of December 1861 and if so. then it would bear interest from that time forward. and the payments having been made in March 1864. it follows that said sum had been on interest about two years and three months so that the interest on said Levy would have amounted to about \$480.89 and that being added to said Levy will make an aggregate sum of \$4038.89 which may be regarded as the amount of said Levy in March 1864; at which time about \$23.00 in Confederate money was worth one in gold. and at this rate said \$4038.89 was worth \$175.60 or thereabout, and when we add the interest

on that sum from March the 14 1864 to August the 14th 1876 of \$132.28 we have the sum of \$307.88 as the present value of the money paid out on said bonds on account of said levy in March 1864.

If Mr Richmond & Bishop had the right to buy said bonds, and thereby to acquire the right to said levy, I can see no reason why they should not be entitled to recover the whole amount thereof with the accruing interest thereon.

Contracts entered into, and liabilities incurred, before January the first 1862, are not liable to be sealed in this instance. The liability or contract which exists may be called, was incurred or entered into before the first of January 1862.

Mr Parsons collected, if he collected said levy at all, that which in contemplation of law, was equal to \$3558.50, and that sum has remained in his hands from the time it was so collected, to the present. must he not therefore, be regarded as having received full value thereof. If your Honor owes to A. five hundred dollars in gold, and I buy the debt, for one hundred, that fact does not release you from paying the full amount of your bond to A) and if not how can Parsons and his sureties escape from said liability?

If we leave out of view the legal, and look at it alone in an equitable point of view, the subject assumes quite a different aspect.

The plaintiffs and defendants in this suit became the joint and common sureties of John Parsons in his official bond as Sheriff of this County, in doing which, they each run the risk of incurring a common liability, in this instance a liability was incurred of considerable magnitude, in March 1864. Two of the common sureties bought the liability or joint debt, in doing which they paid out money, which at the time of making said purchase, was only in fact, as we have already shown worth \$175.60 now in an equitable point of view, ought these two sureties to recover against their co. sureties anything more than the actual value of their money with its accruing interest, and by so doing place themselves on an equality and common footing

I will not however undertake to decide this point between them, but will leave that for you to determine, and I do this, because your determination of the matter, will give the parties more satisfaction, than mine could possibly do:

In order however to have the cause in such a condition as to be finally determined, I propose to prepare a statement showing how the accounts between the parties will stand if either of the three views just presented shall be adopted by your honor as a settlement of the matter:

I learn from Mr. Richmond that Isaac T. Bishop, is principally interested, in this matter of levy so

to avoid complexity, in the Statement which I now propose to prepare I will consider this long matter as being wholly due Isaac T. Bishop, and leave its division to be made between him and Richmond according to their interest therein.

I now file herewith marked (f) a paper upon which will be seen in tabular form, the three Statements to meet the three views growing out of this payment or purchase of the County bonds.

If your Honor shall be of opinion that Parsons Sureties are liable to Bishop, or to him and Richmond, for the full amount of the levy, without a reduction, and for interest thereon, then the first Statement in said paper (f) will meet that view of the case.

If you shall think that the levy should be scaled to the value of Confederate money as of January 1862, then that view will be met & provided for in the second Statement, and

If you shall be of opinion, that the correct measure of recovery, is the value of the money at the time Bishop paid it out, then this view of the case will be met, by the third and last Statement in said paper (f):

I have perhaps made Statements in this report, which ought to have appeared in the way of evidence, but that course was not convenient.

I believe I have stated the substance of the entire transaction, together with those which preceded and gave rise to the main question in the case.

And I trust that what I have here said, will
throw some light on the subject, and that you
may reach, as I have but little doubt you will
the correct conclusion as to the whole matter.

All which is respectfully Submitted

Henry J. Morgan Esq.

^{set out in exhibit}
This report and statement, "I" nothing Pardon
Suntin, ^{liople} for the debt paid in Bank is
excepted to, because the payment of this
debt under the circumstances extinguished
the debt, and an action for money paid
out for Pardoners use is the only remedy
for them who paid it, Sept 1/75

Hagan & Pickman
for debt

A. D. Lyon & others.

vs. $\frac{3}{3}$ Commis Reports.
(1st Report.)

John Parsons & others:

Filed August the 19th 1876

James H. Orr. Clk.

Commissioners fee \$27.00

Commissioner's Office, Jonesville Va., Aug. 22nd 1877.
A. D. Zion & others... Plffs

against } In Chancery.
John Parsons & others... Defts }

To the Hon. John A. Kelly, Judge of the Circuit
Court of Lee County:

By a decree entered in this cause on the 8th day ^{of Sept.} 1876, I was directed to enquire and report whether there be any personal estate of Wm. Parsons dec'd, William Hughes dec'd, and Dr. F. Wells dec'd which is liable to be applied to their contributive share of the Plaintiffs' demands in this cause, and what real estate they severally died entitled to, and which is now liable to the Plffs' claim, and what real estate the defendants Jas. M. Parson, Elijah Pennington, Jos. Willis, and Ira G. Shrinkle now own subject to said claim, and the annual rental value of said real real estates.

Having had some transactions with the personal representatives of the estates of William Parsons, Wm. Hughes & Dr. F. Wells, and the pecuniary matters connected with their several estates, I am safe in saying from my own personal knowledge, I think, that there are no personal assets belonging to either of the said estates liable to the Plaintiffs' claim, and I therefore so report touching that branch of the inquiry.

The land owned by Dr. F. Wells, at the time of his

death, and now liable to the Plaintiffs' claim are shown by the copies of two deeds herewith filed, marked 1 & 2. As to the annual rental value thereof, I have ^{not} taken, nor made any inquiry, because one Joshua E. Hobbs is not only solvent, but prompt, ~~and~~ who is the guardian of the infant children of said Wells, has made an arrangement with the plaintiffs by which he is to assume said Wells' contributive share, whenever the same shall be ascertained.

I now file herewith a copy of another deed, marked 3, which shows the land now owned by the heirs of Wm Parsons dec'd, and which is the only land, of which I have any knowledge, liable to the Plaintiffs' if it is so liable.

Before the late war, as I am informed, William Parsons bought the land described in said deed from John Parsons, and before the death of William Parsons which occurred during the war, he had nearly paid John Parsons for said land, and since the war, his personal representative has fully paid said purchase money, as I suppose, out of said William's personal estate, when the said John Parsons conveyed the land to the heirs of said William, and these being substantially the facts with reference thereto, I suppose said real estate would be liable for said William Parsons' contributive share of — the plaintiffs' demand.

I now file herewith the deposition of John P. Graham and by reference thereto (marked 4), it will be seen

that the annual rental value of the lands owned by the heirs of said William Parsons is about thirty dollars.

The said William Hughes, at the time of his death, was the owner of a tract of land in this County, which descended to his heirs-at-law - subject to the power of his widow. Said power has been assigned to his widow, and said land has been subdivided among his heirs-at-law, as will be seen by a copy of the Commissioner's report who made the subdivision, herewith filed, marked 5.

This last mentioned paper contains a plat of the lands owned by the said William Hughes, at the time of his death, and it shews that the same was partitioned and allotted to eight of his heirs-at-law, three of these shares or interests have passed into the hands of strangers, another share has been sold by one co-heir to another. So that five shares are now held by four of his heirs, and what these now hold is alone liable to the plaintiffs' demand, and Mr Graham's opinion is, that these four or five shares are reasonably worth, from \$50.00 to \$60.00 in annual rental value (see his depo. marked 4)

I now file herewith copies of three deeds, marked 6, 7, & 8 which will shew the lands owned, or lately owned by Ira G. Sprinkle, and which, I suppose, will be liable to the plaintiffs' claim, provided, that there are not older liens, or encumbrances to absorb the entire value thereof.

Mr Wm^m S. Hurst who lives upon these lands, and who is the son-in-law of said Sprinkle, says that the same ought reasonably to be worth \$150.⁰⁰ in the way of rent per annum.

I understand, however, that, a few years ago, said Sprinkle sold a part of these lands on the West end of this tract to Mr. Gion, also a son-in-law of his, and that more recently, he has sold the residue or the greater part thereof to his son Harvey Sprinkle. I am also informed that said Harvey Sprinkle was to pay for his father, and upon his debts and liabilities, the price which he was to give for said land.

In this case, I have not investigated the subject to see how far, and to what extent, these lands in the hands of the present owners, would be liable to the Plffs' claim, because there are one or more suits now pending in your Honor's Court, in which, in all probability, all liens and encumbrances, together with said conveyances, will be investigated; and, should that be done, the several judgments against John Parsons, and his securities, which form the basis of the Plffs' demands in this cause, will then be investigated, and the rights of the several parties settled. And hence, I have contented myself with saying only this much in this cause, with reference to the lands lately owned by Ira B. Sprinkle aforesaid.

I now file herewith copies of five deeds, marked 9. 10. 11. 12 + 13, which will shew the lands now owned by Joseph Willis, and which are liable to the Plffs' demand.

Mr Willis himself, in his deposition (see the same marked 4)

5. says, that he is the owner of about 300 acres of land, lying on Blackwater, of which about 100 is cleared & in cultivation; he further says, that his said lands are reasonably worth \$100.⁰⁰ per year in rent.

I now file herewith another paper, marked 14, which is a plat of a partition of certain lands among the heirs of the late Edward Pennington dec'd, of whom Elijah Pennington is one.

Lot marked No. 1. on said plat, supposed to contain 375 acres, shews, I suppose correctly, all the real estate which Elijah Pennington now owns, and Mr Graham is of opinion (see depo^{marked} No. 4) that said lands are reasonably worth \$30.⁰⁰ in rent per year. This land if liable to the plaintiff's claim would, I have no doubt, be ample to fully pay and discharge the same.

About the year 1868, said Elijah Pennington went into Bankruptcy and he says, that in December 1869 he obtained in the Bankrupt Court a full discharge of all his debts & liabilities provable in that Court &c.

The lands above referred to, I am informed, was assigned to him out of his estate by the Bankrupt Court as for his exemptions allowed by the Bankrupt Laws of the U. S.; and, they being such, he claims that they are not liable to the Plff's demand. As to whether they are or are not so, your Honor must determine.

At the time said Pennington went into Bankruptcy, he was the owner (in addition to the lands above referred to) of another valuable tract of land lying on the North fork of Powell's River, and

taining some two or three hundred acres, and which was subsequently sold by said Pennington's assignee in Bankruptcy for some \$3000.⁰⁰ or \$4000.⁰⁰, the exact amount I do not now remember.

There is nothing in the cause, so far as I have seen, which shews at what time said Pennington filed his petition in Bankruptcy. He states, however, in his answer that it was during the year 1868, and it is very probable that his statement as to the year is correct; and I expect, if the proper proof was produced, it would shew that his petition was filed in Novr. or Decr. of that year.

I now file herewith three other papers, marked 15, 16 & 17, which are copies of deeds of conveyance to James M. Parsons, and these, in all probability, shew all the lands that James M. Parsons ever owned during his life; or, at all events, they will, I suppose, shew all the lands to which he had a Fee Simple title.

By reference to paper marked 4, it will be seen that Mr Graham testifies, that said Parsons was the owner of three tracts, or the apparent owner of three tracts of land, one of which contains from 75 to 90 acres, another about 115 acres, and another about 200 acres. I cannot state with certainty that the three tracts referred to by Mr Graham are the same three tracts conveyed in the three deeds, copies of which I have just filed as exhibits marked 15, 16, & 17, but I suppose, in all probability, they are.

Mr Parsons went into Bankruptcy about the same

time that Mr Pennington did, and two of the tracts owned by him were sold by his assignee in Bankruptcy, and is now in the hands of the purchasers at said sale or their vendees; and the third of said tracts, it is said, by some means or other, was not surrendered in Bankruptcy by said Parsons, but was, by some hook or crook, conveyed to other parties, the manner or mode of which is not known to me.

As before remarked in relation to Pennington I suppose, if the fact were shewn, that Parsons filed his Petition in Bankruptcy about November or December 1868, and that he obtained his discharge sometime during the following year.

Now, as to whether or not any of the lands owned by Parsons, in his lifetime, is liable to the Plaintiffs demand is a question, about which I am not now prepared to express an opinion with the information now before me, and I would scarcely undertake to ferret out and ascertain all the facts in relation thereto, for the amount involved.

One of the judgments which gave rise to the Pliffs demand was rendered on the 26th day of Nov. 1867 - about a year before said Parsons went into Bankruptcy, another was rendered on the 22nd day of June 1869 while said Parson's petition was, in all probability, pending in the Bankrupt Court, another was rendered March 1873; and a fourth in July 1875, the last ^(1 only) of which, it will be observed

One on 22. Laamy
1867. See copies
filed. Lane

Should be
day 22. 1867.
as above.

Lane

X 1 only. Lane

observed, were rendered after said Parsons had obtained his discharge in the Bankrupt Court, and copies of said judgments are herewith filed, marked 18, 19, 20 & 21.

Elijah Pennington and James M. Parsons filed their Petitions in Bankruptcy about the same time, and I suppose obtained their Discharge about the same time, and the facts applicable to one would apply with equal force, to the other, with this difference only that said Elijah Pennington is now the owner of a tract of land, while said Parsons, at time of his death, did not own any land.

I am inclined to think, from all I can see of this case, that the Plaintiffs had about as well abandon the idea of realizing anything from the estate of James M. Parsons, owing to the complications surrounding the Real estate which he once owned, and I would suggest to them the propriety of making Solomon Payne and the heirs of Alex^r Payne defendants to their Bill, and bringing them before the Court, and require them to bear their share of the loss sustained, by reason of the Securityship, in the Plaintiffs' Bill mentioned.

The three Plffs, with 17 others, in Jan'y 1861, became the securities of John Parsons in his official bond as Sheriff of this County, and in this suit the Plffs have only brought ⁽⁸⁾ 7 out of the 17, before the Court, as defendants, and have omitted to bring

9. bring Solomon Payne, and the heirs of Alex: Payne before the Court. If they had done so, and had left out James M. Parsons, as insolvent, I think they would then have "hit the nail upon the head" or in other words they would then have "had the right, sow by the ear", out of which they might reasonably expect to realize something. For, as I am informed, the said Solomon Payne is perfectly good and solvent for his share of said loss, and Alex: Payne died the owner of several hundred dollars' worth of lands, out of which his share might be realized.

All which is respectfully submitted.

Henry J. Morgan, Commr. &

A. D. Brown & others

vs. Comr's 2nd Report.

John Parsons & others.

Filed Oct 6th 1877.

James W Orr clk.

Comr's Fee: \$18.00

Commissioners Office Jonesville Augt 28th 1878
A. D. Ginn & others Deffs

vs.

John Parsons & others Defts

In Chancery

To the Hon John A. Kelly Judge of
the Circuit Court of Lee County.

In my report filed in this cause on the
19th day of August 1876. I there ascertain and
show that the three plaintiffs as co. Sureties
of John Parsons had paid out as such \$748.92
as of August the 14th 1876. of which sum the
Deff A. D. Ginn had paid out \$447.23 M. D.
Richmond \$176.75 and J. T. Bishop \$124.94
making said aggregate. And this is exclu-
sive of the county levy, and the Abington Bank
matter both of which as I understand it are excluded
by your decree of the 8th of Sept. 1876.

Since my first and second reports were filed in
this cause the Deffs have filed an amended bill
by which they have brought before the court three new
parties thought to be solvent for their part of the
loss - To wit John Payne, Solomon Payne and the
heirs of Alexander Payne, and these three, with the
10 heretofore before the court will make 13 who ought
to bear equally, and pay equally said \$748.92 and
this sum divided among the 13, would require
each one to pay \$57.61 with interest from Aug 14
1876. And the three Plaintiffs having paid more than
their share of the loss the decree would be entered

against the 10 debts for said sum of \$57.61 with interest as
aforesaid, and that would give the sum of \$576.10 with
which to pay Jim Richmond & Bishop, of which
sum Jim ought to receive \$387.62, Richmond \$119.14 and
Bishop \$67.34. because Jim has paid out \$447.23, Richm
ond \$176.75 and Bishop \$124.94 and when each of their
share of the loss is deducted from their outlay it will
leave due them said sums

In my second report I suggested the propriety
of leaving out of this contribution and apportionment
altogether the debt, James M. Parsons and his estate and
if that is done contribution will have to take place
between 12 and if so made the share of each
will be \$62.41 with interest as aforesaid, and out of
the sum thus realized out of the 9 other debts, said
Jim will be entitled to receive \$384.82 Richmond \$114.34
and said Bishop \$62.53. with interest from same time

In this last view of the case, the persons to be decreed
against are Elijah Pennington for Willis Ira C. Sprinkle³
the heirs of Wm. Parsons, the heirs of Wm. Hays, the heirs of
D. F. Mills, the heirs of Alexander Payne, John Payne
and Solomon Payne, And in the first view
of the case the same parties with the heirs of James
M. Parsons.

It is possible if not probable that a close examination
might disclose the fact that some of the land once
owned by James M. Parsons would be liable for his
part of the loss but I would almost as soon pay
his part, as to investigate the matter thoroughly and

the various questions that would grow out of it, and
moreover said land has long since passed into other
hands, and the present owners I have no idea
would surrender it only at the end of a suit.

All which is respectfully submitted

Henry J. Morgan Esq
Aug 24th 1878

A.D. Green & others

vs { Com. 3rd. Report

John Dunsin & al

Filed Aug. 24th 1878.

R. W. Orr Jr DC.

Comms fee \$2.25

This Deed made the 22nd. day of January 1861, between John G. Wood Trustee of the first part, and Doctor F. Wells of the other part, both of the county of Lee and State of Virginia, Witnesseth that whereas Andrew J. Estep on the 19th day of April 1859, executed to the said John G. Wood, a trust deed on a certain tract or parcel of land in said trust mentioned to secure to Andrew J. Estep a certain sum of money therein mentioned, together with the costs attending the execution of the same, and default having been made by the said Estep in the performance of the condition therein contained. The said Wood pursuant to the provisions of said Trust Deed, having advertised the time terms and place of sale of the said land, and the said Wood having at the — term of the County Court of Lee County, offered at the front door of the Court house of said County for ready cash, the said land in the trust said mentioned, and the said Doctor F. Wells having offered the sum of \$85.00, which was the largest sum bid by any one for the said land, the same was therefore knocked off to the said Doctor F. Wells, Now this Indenture witnesseth that for and in consideration of the said sum of \$85.00 to the said Wood in hand paid by the said Wells, the said Wood doth bargain and sell unto the said Wells, a certain tract or parcel of land, lying and being in the County of Lee and on the North side of Powell's River, at the mouth of Coxes branch, and bounded as follows, Beginning on a black Gum thence Northward 14 poles to a sugar tree, thence Southwardly 20 poles to a Stake, thence Eastwardly 13 poles to the beginning, To have and to hold the tract or parcel of land with all its appertinences unto

The said Wells and his heirs forever, and the said Wood covenants that he will warrant specially the land hereby conveyed, Witness the following signature and seal.

J. G. Wood Seal.

Lee County Court Clerk's office the 31st day of Jan'y. 1861. This Indenture of bargain and sale for land between John G. Wood of the one part, and Doctor F. Wells of the other part, was acknowledged before me by the said John G. Wood, and admitted to record.

Teste - William S. Saul P.C.

A copy

Teste - R. W. Orr J. D.C.

Doctor F. Wells
Known & copied by Read
John G. Wood

(1)

Doctor F. Wells
Know } Copy of Deed
Wm Parsons' heirs

(2)

This Deed made this 13th day of February 1860. Between Edward Parsons, Abraham D. Gion and Mary his wife, John Parsons, Joseph P. Bishop and Martha his wife, Elizabeth Parsons, William Parsons, and Zion Parsons of the first part, and Doctor F. Wells of the other part, all of the County of Lee and State of Virginia, Witnesseth - that for and in consideration of the sum of the sum of two thousand one hundred dollars to the said Edward Parsons, Abraham D. Gion and Mary his wife, John Parsons, Joseph P. Bishop and Martha his wife, Elizabeth Parsons, William Parsons and Zion Parsons in hand paid by the said Doctor F. Wells, the receipt of which is hereby acknowledged, the said parties of the first part have bargained and sold, and by these presents do bargain and sell unto the said Doctor F. Wells all their right, title interest, claim and demand in and to a certain tract or parcel of land lying and being in the said County of Lee, and on the north side of Powell's River, being the same land conveyed by Isaac Trotter and wife, John Trotter and wife, to William Parsons by deed bearing date the 26th day of June 1827, which interest consists of $\frac{7}{8}$ of the above named tract or parcel of land which descended to the parties of the first part, as then at law of the said William Parsons deed, and which entire tract is bounded as follows. - Beginning at a white oak corner to John Belshires land, and on the original line of a survey of land containing 970 acres, patented in the name of Joshua Butcher, of which this is a part, and with the same S52° N 65 poles to a white oak on the east side of a line S36° N 45 poles to a double white oak near the river and a cliff of the same, thence leaving said old line and with the several courses of Powell's River 370 poles to said John Belshires line, and with the same to the Beginning

Containing 141 - be the same more or less, and subject to the widow dower, To have and to hold the said $\frac{7}{8}$ of the said tract or parcel of land, with all the appurtenances unto the said Doctor F. Wells and his heirs forever, and the said parties of the first part, covenants to and with the parties of the second part, that they will warrant generally the land hereby conveyed. In witness whereof the said parties of the 1st part, have hereto subscribed their names, and affixed their seals the day and year first herein written.

Edward Parsons	Seal.
Abraham D. Gion	Seal.
Mary ^{her} Gion	Seal.
Zion Parsons	Seal.
Elizabeth ^{her} Parsons	Seal.

Joseph P. Bishop	Seal.
Martha ^{her} Bishop	Seal.
William Parsons	Seal.
John Parsons	Seal.

Do. Lee County to wit: -

We John Smyth & Tobias Pennington Justices of the Peace for the County aforesaid do certify that Mary Gion the wife of Abraham Gion whose names are signed to the writing hereto annexed bearing date on the 13th day of February 1860, personally appeared before us in the said County, and being examined by us privately and apart from her husband, and having the said writing fully explained to her, she the said Mary Gion acknowledged the same to be her act, and declared that she had willingly executed the same, and do not wish to retract it. Given under our hands, this February the 17th 1860.

John Smyth J. P.
Tobias S. Pennington J. P.

Lee County Court Clerk's office the 20th day of Feb. 1860.
This Indenture of bargain and sale for land, between Edward Parsons, Abraham D. Gion, and Mary his wife, Zion

Parsons, Elizabeth Parsons, Joseph P. Bishop, and Martha
his wife, William Parsons and John Parsons of the one part
and Doctor F. Wells of the other part, was acknowledged
before me by the said Edward Parsons, Abraham D. Jones
Elizabeth Parsons, John Parsons, Joseph P. Bishop and
Martha his wife, William Parsons and John Parsons,
(the the said Martha Bishop being examined by me
privily and apart from her husband as the law directs)
and together with the certificate of acknowledgment
and privy examination of the said Mary Jones, is
admitted to record.

H. J. Morgan C. C.

A copy

Teste, R. W. Orr J. D. C.

This Deed made the 18th day of February in the year 1865, between John Parsons of the County of Lee, and State of Virginia, of the one part, and William Parsons of the County and State of aforesaid of the other part, and if the said William be dead, then to his lawful heirs, Witnesseth that for and in consideration of the sum of six hundred and ninety one dollars and eighty seven cents in hand paid, the receipt whereof is hereby acknowledged, the said John Parsons doth grant bargain and sell unto the said William Parsons or his lawful heirs as aforesaid a certain tract or parcel of land lying and being in the said County of Lee, on Kane Creek ridge and bounded as follows to wit;— Beginning at two Hickories & black oak, corner to A. D. Zion N 52 E 114 poles to a poplar, black oak & hickory; N 77 W 96 poles to pointiers; S 53 W 24 poles to a black oak and poplar S 66 W 9 poles to a hickory and small chestnut in a hollow S 38 W 43 Poles to a black oak, S 84 W 54 poles to a stake on said Zion line & with the same S 15 E 100 poles to the beginning, containing 12 1/4 acres, be the same more or less. And the said John Parsons covenants with the said William Parsons or his heirs as aforesaid, that he will warrant generally the land hereby conveyed. Witness the following signature and seal.

John Parsons Seal.

Lee County Court Clerk's Office the 20th day of February 1865, This Indenture of bargain and sale for land between John Parsons of the first part, and William Parsons or his legal heirs of the other part, was acknowledged before me by the said John Parsons to be his act and deed, and being duly stamped, is admitted to record.

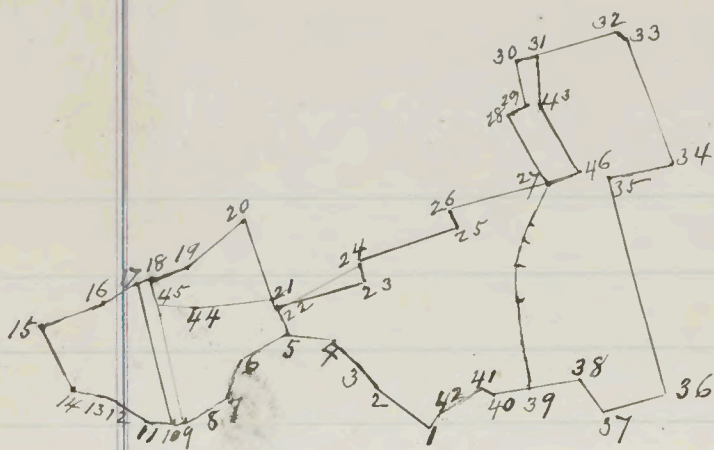
H. J. Morgan Clerk.

A Copy

Teste R. W. Orr Jr. D. C.

William Parsons
From } copy of Deed
John Parsons

(3)



G. W. Hughes - Plff
against
John Hughes et al Defts

To the Hon. Circuit Court of Lee County :-

Pursuant to your decree rendered the 20th day of September 1867, the undersigned Commissioners, appointed by said decree for that purpose, have partitioned and assigned the land of William Hughes Jr deceased among his heirs at law, in accordance with said decree, and beg leave to report: First, we ascertained the value of the whole tract of land to be \$2100.00; we then laid off and assigned to Elizabeth Hughes, the mother of David Hughes 1/10 of 1/10 in value of the whole of the said tract of land which is bounded as follows, to wit: Beginning at two hickories, corner to the share assigned to the children & heirs of William Hughes Jr deceased, thence S 16 E. 3 poles to a stake, thence N 72 1/2 E 80 poles to a stake on the Benedict line & with the same N 48 W 3 poles to a stake, corner to the share assigned to the children & heirs of the said William Hughes Jr deceased & with a line thereof S 72 1/2 W 80 poles to the beginning, Containing 1 1/2 acres, be the same more or less. See Fig' 10, 9, 18, 17, 10, which we value at \$21.00; and we then laid off and assigned to Isaac T. Hughes an equal interest therein with the said Elizabeth, which is bounded as follows, to wit: Beginning at a Black Oak, Sourwood, & 2 Dogwoods, corner to Joseph Eli's land, thence S 18 E 10 poles to a stake, thence N 57 E 40 poles to a stake, thence N 80 E 20 poles to a stake on Stolbe's line & with the same N 18 E 5 poles to 6

chestnuts, corner to said Hobbs' & also corner to said Ely & with the
said Ely's lines S 73° W 2.6 poles to a locust (new down) N 26° W $9\frac{1}{2}$
poles to a stake, thence S 65° W 40 poles to the beginning, contain-
ing 3 acres, be the same more or less. See Fig 27, 46, 43, 31, 30,
29, 28, 27 which we value at \$21.⁰⁰ which interests & shares the
said Elizabeth & Isaac T. are entitled to out of the land which
descended to them from the said David Hughes deceased;
We then partitioned the residue of the said land into eight
shares, as nearly equal in value as practicable, with the
exceptions hereinafter stated; we then assigned one of these
shares to the children and heirs of William Hughes Jr dec'd
which is bounded as follows, to wit: Beginning at 2 hicko-
ries, corner to the share assigned to Elizabeth Hughes & also
corner to Wiam Ely's land & with said Ely's lines & along
the top of a ridge N 9° E. 16 poles to a stake N 35° E 19 poles to a
stake, N. 18° E 7 poles to a stake, N 6° E 13 poles to a stake on Tobi-
as Pennington's heirs' land & with the same N 60° E 38 poles to a
stake, corner to the said Benedict land & with lines thereof
and down Spur S 23° E 34 poles to a stake S 48° E 20 poles to
a stake, corner to the share assigned to the said Elizabeth
Hughes & with a line thereof S $72\frac{1}{2}^{\circ}$ W 80 poles to the beginning,
containing 17 acres be the same more or less. See Fig 19, 11, 12, 13,
14, 15, 16, 17, 10, which we value at \$271.75; we then assigned
one of these shares to the Plaintiff, G. W. Hughes, which is
bounded as follows to wit: Beginning at a stake, corner
to Joseph Ely's land & on the Benedict line & with the said
Benedict line N 40° W $37\frac{1}{4}$ poles to a large poplar N $15\frac{1}{2}^{\circ}$ W
24 poles to a stake, corner to the share assigned to the said
Elizabeth Hughes & with a line thereof S $72\frac{1}{2}^{\circ}$ W 19 poles
to a stake, near the house where Ira G. Hughes now
lives, thence S 6° W. 24 poles, dividing a Spring, to

a stake, thence $S 8^{\circ} E$ 37 poles to a stake on said Joseph Ely's line & with the same $N 69^{\circ} E$ 46 poles to the beginning, containing 12 acres, be the same more or less. See Fig. 21, 20, 19, 18, 45, 44, 21, which we value at \$271.75; we then assigned to John Hughes, Tobias Hughes, Nancy Hughes, Polly Hughes, Ira E. Hughes and Lytal Hughes the other six shares, or the residue thereof, who elected to have their shares adjoining and together, which are bounded as follows, to wit; Beginning at a stake in the elm branch, corner to Abram Ely's land & with lines thereof $N 20^{\circ} E$ 38 poles to a beech, $N 56^{\circ} E$ 13 poles to a Sugar Tree (now gone) $N 49^{\circ} E$ 16 poles to a beech, $N 5^{\circ} E$ 24 poles to a double dogwood, double Poplar & Gum (Dogwood & Poplar gone) $N 24^{\circ} W$ 25 poles to a Gum, $N 81^{\circ} W$ 22 poles to a White Oak, $N 30^{\circ} W$ 10 poles to a stooping white oak, $N 16^{\circ} W$ 15 poles to a stake, corner to the share assigned to the said Elizabeth Hughes & with a line thereof $N 72^{\circ} E$ 61 poles to a stake near the house where Ira E. Hughes now lives, corner to the share assigned to the Plaintiff, E. H. Hughes & with lines of the same $S 6^{\circ} W$ 24 poles dividing a Spring to a stake $S 8^{\circ} E$ 37 poles to a stake on a line of Joseph Ely's land & with lines thereof $S 69^{\circ} W$ 8 poles to a White Oak (now gone) $S 20^{\circ} E$ 50 poles to a stake & red elm $N 72^{\circ} E$ 6 poles to a stake, $S 20^{\circ} E$ 56 poles to a stake on the Campbell line & with the same $N 55^{\circ} E$ 9 poles to a stake, corner to another tract of said Joseph Ely & with lines thereof $S 18^{\circ} E$ 65 poles, passing a Black Oak, Sourwood & 2 Dogwoods, said Joseph Ely's corner at 55 poles to a stake, corner to the share assigned to the said Isaac S. Hughes & with lines thereof $N 67^{\circ} E$ 40 poles to a stake $N 80^{\circ} E$ 26 poles to a stake on Hobbs' line & with the same $S 18^{\circ} E$ 48 poles to a Cucumber, said Hobbs' corner, thence $S 23^{\circ} W$ 4 poles to a Maple & 2 Sourwoods, thence $S 68^{\circ} W$ 70 $\frac{1}{2}$ poles to a white oak & Horn Beam near a Spring, corner to N. E. Ely's land & with lines thereof, dividing said Spring $N 12^{\circ} W$

4)

34 poles to a Rock, S 77° W 114 poles to a poplar N 18° W 34 poles to a stake on said Hiram Ely's line & with lines thereof N 55° E. 24 poles to a stake, thence N 8° W 44 poles to the mouth of the said Elm Branch & up said branch as it meanders N 17° E 4 poles to a stake N 14° W 15 poles to a stake, thence N 66° W 14 poles to the Beginning, containing 131 acres, be the same more or less. See Fig. 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.

We value the four ——— first named children's shares viz: John, Tobias, Nancy & Polly Hughes at \$271.75 each, and the share of Ira Hughes at \$215.75, who has received as an advancement property of the value of \$58.00, and the share of Lytal Hughes at \$211.75 who has received as an advancement property of the value of \$60.00, making the value of the whole six shares: ——— \$1514.50

William Hughes' Children & Heirs share value \$271.75

E. W. Hughes share ——— value \$271.75

Elizabeth Hughes' share ——— value \$21.00

Isaac T. Hughes' share ——— value \$21.00

Total ——— \$2100.00

Your Honor will thus perceive that a full share of the present heirs is valued at \$271.75, while Isaac T. Hughes received as an advancement property of the value of \$353.00, making an excess over the present Children & Heirs of \$91.25. This last named tract is subject to the Dower Interest of Elizabeth Hughes, widow of William Hughes Sr. dec'd, which dower interest is embraced entirely within the boundary lines of this tract, and which dower interest has been laid off & assigned to the said widow by Commissioners appointed by the County Court of Lee County which is represented by Fig. 1, 2, 3, 4, 5, 22, 23, 24, 25, 26, 27, 39, 40, 41, 42, 1. John Hughes & Tobias Hughes claim that they have purchased the interest of the said Lytal Hughes in said tract of land, and the said John Hughes claims

claims that he has purchased the interest of the said
Ira G. Hughes in said tract of land, and that they have
deeds for the same. All of which is respectfully submitted
Feb 29th 1888.

(signed) Carr Bailey

John P. Graham } Comrs.
Joseph Ely }

Copy of
Partition of Land
among
William Hughes & his

(5)

This Indenture made this 23^d. day of August in the year 1854, between James Garrison of Lee County Virginia of the one part, and Ira G. Sprinkle of the other part, Witnesseth that in consideration of the sum of three thousand dollars the said Garrison bargains and sells to said Sprinkle the following tract or parcel of land lying and being in the County of Lee and bounded as follows, to wit, Beginning on a Chestnut, horn beam and sassafras S 34 E 18 poles to a sugar tree, S 30 E 30 poles to two Chingnapin oaks and two ashes S 53 N 76 poles to two white oaks and a hickory Corner to John Hoover S 21 N 60 poles to two cedars and a red bud near a cove N 32 W 70 poles to a Stake on a line of the Cedar spring tract, and with the same S 87 E N 24 poles to a Stake in the middle of the road near a black Walnut marked as a corner, thence with the middle of said road Southwestwardly 84 poles to a Stake S 57 W 38 poles to a white oak by the side of said road N 86 W 32 poles to a Stake in said road thence north to the river, thence up the same and with the meanders thereof to the beginning, Containing Two hundred and sixteen acres be the same more or less (four tracts being herein embraced in one) to the said I. G. Sprinkle and his heirs forever with all the appurtenances whatsoever therunto belonging unto the said Ira G. Sprinkle and his heirs against the claims of all persons whomsoever shall warrant and well forever defend, The said James Garrison for himself and his heirs will warrant the said land unto the sole use and behoof of the said Sprinkle and his heirs against the claims of all persons whomsoever, In witness whereof the said James Garrison for himself and his heirs hath herunto subscribed his name and affixed his seal the day and year above written.

James Garrison (Seal)

Lee County Clerk's office the 26th day of August
1854. This Indenture of bargain and sale for land between
James Garrison of the one part, and J. H. Sprinkle of
the other part, was acknowledged before me and
admitted to record.

Wm. Henry Garrison Sprout D.C.

A copy

Liste - R. W. Orr Jr. D.C.

For J. H. Sprinkle
from a copy of record.

James Garrison

(6)

This Indenture this day of January in the year of our Lord
1859. between Charles Couk and A. D. Stout of Lee County
Virginia, and Ira G. Sprinkle of the other part. Witness
eth, that in consideration of the sum of thirty dollars the
said Couk & Stout doth bargain and sell to said Sprinkle
the following tract or parcel of land lying and being
in the County of Lee and State above named, bounded
as follows to wit: Beginning at a forked Dog-
wood and white oak, thence north 50° 10' poles to
three white oaks among Cedars on the side of a
Ridge, N 35° E 28 poles to three hickories and ash, thence
S 38° E 28 poles to two white oaks and a hickory sapling,
thence S 50° W 124 poles passing Venables Corner at 42
poles, and with his line to a white oak and black wal-
nut, thence N 45° W 18 poles to the beginning, containing
16 acres more or less, one tract being herein embraced on
to the Ira G. Sprinkle and his heirs forever, with all the
appertinances whatsoever thereunto the said Ira G. Sprinkle
and his heirs against the claims of all persons whom-
soever shall warrant and well defend, the said Charles
Coun & A. D. Stout for themselves and their heirs will
warrant said land unto the use and behalf of said Sprin-
kle and his heirs against the claims of all persons whomsoever
~~Witness~~ whereof the said Coun & Stout for themselves
and their heirs hath hereunto subscribed their names and
affixed their seals, the day and year above written,
Charles Coun Seal
A. D. Stout Seal.

Lee County Court Clerks office the 21 day of Dec. 1859.
This Indenture of bargain and Sale for Land between Charles
Coun & Alex. D. Stout of the one part, and Ira G. Sprinkle
of the other part, was acknowledged before me by the
said Charles Coun and Alex. D. Stout, and admitted

Ira G. Sprinkle
Know copy of Deed
Charles Cook et al

(7)

to record,

A. J. Morgan & Co.
A copy Test. R. W. Orf. & Co.

This Indenture made and entered into this 14th day of October in the year of Our Lord Eighteen hundred and fifty, Between Hiram Sproul & Phebe his wife of the County of Lee and State of Virginia of the one part, and Ira G. Sprinkle of the County and State above written of the other part, Witnesseth - that the said Hiram Sproul and Phebe his wife for and in consideration of the sum of One hundred and seventy five dollars, to them in hand paid hath this day granted bargained and sold unto the said Ira G. Sprinkle a certain tract or parcel of land lying and being in Lee County and State of Virginia on the waters of Wallens Creek, Containing One hundred acres more or less, and bounded as follows, to wit: - Beginning on two gum trees by a path S 61° west to a white oak and gum, in a line of a Survey made for A. Rop, thence with said Ropes line S 9° E 149 poles to three white oaks on a Ridge, thence N 82° W to Ropes line, thence down the branch to two beeches corner to Benj. Hills land, thence S 20° E 80 poles to a Stake, thence N 65° E 14 poles to a Stake, thence N 2° W 24 poles to two white oaks, thence N 34° E 73 poles to a white oak S 15° E 63 poles to a white oak in Campbells line, thence with said line N 23° East to a white oak on the top of a Spur, thence N. west along the top of said Spur to the beginning. To have and to hold the said tract or parcel of land, with all the appurtenances thereunto belonging to him the said Ira G. Sprinkle forever. And the said Hiram Sproul and Phebe his wife for themselves their heirs and assigns doth hereby covenant and fully Convey to the said Ira G. Sprinkle, his heirs and assigns forever, free from the claim or claims of all persons whomsoever, the tract or parcel of land aforesaid, with all the appurtenances, belonging, and by these presents well warrant and forever defend unto the said Ira G. Sprinkle his

heirs and assigns forever, In witness whereof we have
hereunto set our hands and seals this day and date
above written.

Meriam Sprout (Seal)
Phebe Sprout (Seal)

Lee County to wit:-

We Samuel H. Duff and Joseph Duff, Justices of the Peace
in and for the County of Lee and State of Virginia of the
one part, do certify that Meriam Sprout a party to a certain deed
bearing date the 17th day of October 1850, and hereunto annex-
ed personally appeared before us in our County aforesaid
and acknowledged the same to be his act and deed, &
desired the same to be certified to the Clerk of the County
Court of Lee County in order that the said deed may
be recorded, Given under our hands and seals this
17th day of October 1850,

S. H. Duff
Joseph Duff J. P.

Lee County to wit:-

We Samuel H. Duff and Joseph Duff Justices
of the Peace in the County aforesaid, do hereby certify
that Phebe Sprout the wife of Meriam Sprout parties to
a certain Deed bearing date October the 9th 1850, and
hereunto annexed, personally appeared before us in
our County aforesaid, and being examined by us
privily and apart from her husband, and having the
Deed explained to her, she the said Phebe Sprout acknow-
ledged the same to be her act and deed, and
that she does not wish to retract the same, that she
wished us to certify the said acknowledgment to
the Clerk of the County Court of Lee County,
in order that the same be recorded, Given under our
hands this the 17th day of Oct. 1850.

S. H. Duff
Joseph Duff J. P.

Virginia,

At a Court begun and held for Lee County,
at the Court thereof, on the 19th day of July 1852
This Indenture of bargain and sale for land between
Meriam Sprout and Phebe his wife of the one part, &
Ira G. Sprinkle of the other part, admitted to record
upon the certificates of two magistrates of
Lee County,

A copy
Teste R. W. Orr Jr. D.C.

Ira G. Sprinkle
From } Copy of Deed.
Wiram Sproul & wife

(8)

This Deed made this 24th day of March 1857, between James C. Bledsoe and Sarah Bledsoe his wife of Lee Co, and State of Virginia, and Joseph Willis of the County and State aforesaid Witnesses that the said James Bledsoe and wife doth bargain and sell and convey unto the said Joseph Willis a certain or parcel of land for the Consideration of — the receipt whereof is hereby acknowledged, the said land lying and being in the said State of Virginia, and Co. of Lee, on Blackwater; Beginning at a poplar and three beeches corner to a survey made for Samuel Bledsoe; thence S. 5 1/2 W 132 poles with a line thereof to a Stake and beech, N 63, W 80, poles to a Hickory and a Spruce, North 12, W 12 poles to a beech, N 77, E 320 poles to 2 poplars and a black oak and a Spruce, N 66, E 130, poles to a Stake in a line of a Survey made for Isaac Bledsoe 847, 657 poles to the Beginning, with its appurtenances, to have and to hold the said tract or parcel of land to the said Joseph Willis and his heirs forever, the said James C. Bledsoe and Sarah Bledsoe doth warrant and defend from themselves and their heirs and all legal claims unto the said Joseph Willis and his heirs forever.

James C. Bledsoe (Seal)
Sarah ^{her} Bledsoe (Seal)
witness

Lee County to wit:-

J. A. R. Anderson a Justice of the Peace for the County aforesaid in the State of Virginia do certify that James C. Bledsoe whose name is signed to the writing within bearing date on the 24th day of March 1857 has acknowledged the same before me in my County. Given under my hand this 24th day of March 1857.

A. R. Anderson J. P.

State of Virginia, Lee County, to wit:-

We A. R. Anderson and Isaac Robnett Justices of the Peace for the County aforesaid, do certify that Sarah Bledsoe

wife of James C. Bledsoe, whose names are signed to
the writing within, bearing date on the 24th day of March
1857, personally appeared before us in the County aforesaid
and being examined by us privily, and apart from
her husband, and having the writing aforesaid fully ex-
plained to her, she the said Sarah Bledsoe acknowledged
the same to be her act and deed, and declared that she
had willingly executed the same, and does not wish to re-
tract it, Given under our hands this 24th day of March, 1857.

A. R. Anderson J. P.

Isaac Robinet J. P.

Lee County Court Clerk's office the 24th day of March 1860.
This Indenture of bargain and sale for Land, between James C.
Bledsoe & Sarah his wife of the one part, and Joseph Willis
of the other part, was admitted to record upon the certificates
of two Justices of the Peace for Lee County,

Teste H. J. Morgan C. C.

A copy

Teste R. W. Orr Jr. D. C.

Joseph Willis
known } Copy of Deed
James C. Bledsoe wife

This Deed made this 2nd. day of April 1860, between Henry J. Morgan a Commissioner appointed by a decree of the County Court of Lee County, rendered on the 18th day of January 1859, in a Chancery suit therein depending in which Joseph Willis is Complainant and the heirs of Hutson Lawson, and the unknown heirs of Joseph Williams are Defendants of the first part, and the said Joseph Willis of the second part, Witnesseth that whereas by the said Decree it was decreed that the said Morgan who was appointed a Commissioner for the purpose should convey from the said heirs at law of Hutson Lawson to the Complainant a fifty acre tract of land in the bill mentioned, by proper metes & bounds, with covenants of Special warranty.

Now therefore in Consideration of the premises, and the further consideration of the sum of one dollar in hand paid, the said Morgan Commissioner as aforesaid doth hereby grant, bargain, and sell unto the said Joseph Willis the said tract or parcel of land containing fifty acres more or less, and bounded as follows - Beginning on a white oak on the east fork of Blackwater near a large Spring N 81 E 33 poles to a buckeye; thence S 73 E 44 poles to a large Poplar S 86 W 70 poles to a small Poplar, thence N 67 W 100 poles to a black gum, thence N 72 W 78 poles to a creek, thence N 76 E 42 poles with the meanders of said Creek to a beech, thence S 60 E 20 poles to the Beginning. To have and to hold the said tract or parcel of land, with its appurtenances unto the said Willis and his heirs forever. And the said Morgan Comm. as aforesaid conveys away such title as is vested him by virtue of said Decree, Witness the following Signature and seal.

H. J. Morgan Comm. Seal.
Virginia.

At a Court begun and held for Lee County, at the Court house thereof on Monday the day of April 1860,

An Indenture of bargain and Sale for land, between
Henry J. Morgan Counr. of the one part, and Joseph
Willis of the other part, was acknowledged by the said
Henry J. Morgan in open Court, and ordered to be recorded

Teste H. J. Morgan C. C.

A Copy

Teste R. W. Orr Jr. D. C.

Joseph Willis
Jas. J. Morgan Counr.

H. J. Morgan Counr.

(10)

This Deed made this 27th day of November in the year of our Lord one thousand eight hundred and Sixty, between Benjamin D. Martin and Elizabeth C. his wife, of the County of Lee and State of Virginia of the first part, and Joseph Willis of the County of Lee and State of Virginia of the second part; Witnesseth, that in consideration of the sum of Four hundred dollars, the said Benjamin D. Martin and Elizabeth C. his wife, do grant, bargain and sell unto the said Joseph Willis, a certain Tract or parcel of Land, lying and being in the County of Lee and State of Virginia, on the South side of Newmans Ridge and bounded as follows, viz:- Beginning at a white oak, gum, poplar, and 3 dog-woods, on the top of sd. ridge, corner to a 230 acre survey, made in the name of Jesse Roberts, thence S. & E. wardly, with lines of a tract sold by sd. Martin to Joseph Bledsoe, passing a Chestnut corner, in the head of a hollow, and another Chestnut corner to another corner of sd. Joseph Bledsoe's, and thence with another line of sd. Bledsoe's, crossing a branch to a red oak, and hickory, on the top of a spur of sd. ridge, thence S. wardly to a Tract of land sd. Martin bot. of C. S. Bekam, and conveyed to him by sd. Bekam, 29th July 1858, and with the boundaries of sd. tract S. wardly to the top of a row of knobs, and E. wardly to Dyer Lawsons land, and with his lines to the said 230 acre survey made in the name of Jesse Roberts, and with the lines thereof, to the Beginning - so as to embrace the Bekam, and the sd. 230 acres tract, except that part of the 230 acres tract, sold to Joseph Bledsoe. And the said Benjamin D. Martin and Elizabeth C. his wife Covenant with the said Joseph Willis, that they will warrant generally the land hereby conveyed, - Witness the following signatures and seals,

B. D. Martin Seal.

E. C. Martin Seal.

Lee County Court Clerk's office the 27th day of November 1860.
This Indenture of bargain and sale for land, between Benjamin D. Martin and Elizabeth C. his wife of the one part, and Joseph Willis of the other part, was acknowledged before me by the said Benjamin D. Martin, and admitted to record as to him, and upon the back of this Deed is the following endorsement made in the hand writing of Samuel D. Morrison - Ached, 9th April 1858.

Teste, H. J. Morgan Clerk.

A Copy

Teste, R. H. Orr Jr. D. C.

Joseph Willis

From Copy of Deed

B. D. Martin & wife

(11)

This Deed made the 7th day of May 1867, between
Henry J. Morgan, Clerk of the County Court of Lee County,
in the State of Virginia, of the one part and Joseph Willis
of the County and State aforesaid of the other part,
Witnesseth - that whereas certain tracts or parcels
of land situated in Lee County in said State on
the East Fork of Black Water containing 196 acres has
been returned delinquent in the name of Hudson
Lawson for the non-payment of Taxes due there-
on for the years 1855, 1856, 1857, 1858, and 1859, which taxes with
the damages thereon chargeable by law upon said three
tracts or parcels of land amounts to \$3.94 and the said
tracts of land having been duly advertised according
to law, was offered for sale at public auction for cash
on the 18th day of September 1860, or so much thereof as would
be sufficient to discharge the said arrears of taxes, with
the damages as aforesaid, when the said Joseph Willis of-
fered to pay the said sum of \$3.94 for the said three tracts
or parcels of land, and no person offering to pay the same for
a less quantity than the entire three tracts, the same was
bid off by the said Joseph Willis, and it appearing from
the Surveyor's report that of the said three tracts of land
of 196 acres sold and bought as aforesaid there is now only
95 acres properly chargeable to the said Hudson Lawson.
Now this Indenture witnesseth, that the said Henry J.
Morgan, Clerk as aforesaid, for and in consideration of
the said sum of \$3.94 to the said Sheriff in hand paid, the
receipt of which is hereby acknowledged, doth bargain
and sell unto the said Joseph Willis, and his heirs the
said tract or parcel of land of 95 acres, part of the said
three several tracts, which is bounded as follows:-
Beginning on a black oak on the top of a spur, thence
with a conditional line made by Stokely Lawson

and Amos Roller, S 30 E 63 poles to two Chesnut Oaks on a Spur, thence S 41° W 32 poles to a black Oak on said Spur, thence N 73° E 96 poles to on the South Side of a hill, thence S 22½° E 50 poles to two beeches and white oak on the North Side of Newman's Ridge, thence N 56° E 54 poles to a double and single dogwood, thence N 23° E 120 poles, crossing a ~~tree~~ near a low gap to a line of Hudson Lawson, and with his line S 88° W 21 poles to a road, thence S 75½° W 22 poles to the Beginning. To have and to hold the said tract or parcel of land with all the appurtenances unto the said Joseph Willis and his heirs forever, and the said Henry J. Morgan, clerk as aforesaid, by virtue of the authority vested in him by law does hereby convey and transfer to the said Joseph Willis, and his heirs, all the estate, right title, and claim to said tract or parcel of land, which he is authorized to convey under the laws concerning delinquent and forfeited lands, and providing for the sale of lands returned delinquent therefor for the non-payment of taxes due thereon, Witness the following signature and seal.

Henry J. Morgan Seal.

Lee County, to wit:—

I William R. Graham, a Justice of the Peace in and for said County, do certify that Henry J. Morgan, Clerk of the County Court of said County, and a party to the foregoing deed bearing date the 17th day of May 1867, has acknowledged the same before me in my County aforesaid to be his act and deed, given under my hand and seal this 25th day of July 1867.

W. R. Graham J.P. Seal.

Lee County Court Clerk's office the 25th day of July 1867. This Indenture of bargain and sale for land between

Henry J. Morgan, Clerk of the County Court of Lee County in the State of Virginia of the first part, and Joseph Willis of the County and State aforesaid, of the other part, being duly stamped, is admitted to record upon the certificate of a Justice of the Peace in and for Lee County.

Teste Henry J. Morgan Clerk

A copy

Teste R. W. Orr J. P. C.

Joseph Willis
Snow & Leopy & Deid
Henry J. Morgan et al

(12)

This Deed made this 26th day of February 1868, between J. Beckwith West, Commissioner of the one part, and Joseph Willis of the other part, both of the County of Lee and State of Virginia, Witnesseth, that whereas the said vest was by a Decree of the County Court of Lee County, pronounced on the 26th day of November 1867, in a Chancery Cause therein pending between Joseph Willis Plaintiff and William and James Willis defendants appointed a Commissioner for the purpose of conveying to the plaintiff the land in the Bill mentioned in fee with covenants of Special warranty &c. This Indenture therefore witnesseth that for and in consideration of the premises aforesaid and one dollar to him in hand paid by the said Joseph Willis, the said J. Beckwith West Commissioner as aforesaid, doth hereby bargain, sell, deliver and convey unto the said Joseph Willis a certain tract or parcel of land lying and being in said County on the waters of the North Fork of Clinch River on the south side of Newmans Ridge, containing about 257 acres more or less, being the same land sold by William and James Willis to the said Joseph Willis about the month of January 1855, as alleged in Complainants Bill. To have and to hold the said tract or parcel of land with the appurtenances thereto belonging unto the said Joseph Willis and his heirs forever, and the said J. Beckwith West hereby covenants that he will warrant Specially the lands hereby conveyed, Witness the following signature and seal.

J. Beckwith West (Seal)

Lee County Court Clerks Office the 26th day of February 1868. This Indenture of bargain and sale for land between J. Beckwith West Commissioner, of the one part, and

Joseph Willis, of the other part, was acknowledged
before me by the said West to be his act and deed;
and the said deed being duly stamped, and being
likewise confirmed, is admitted to record.

Teste - Henry J. Morgan, Clerk,
A Copy

Teste - R. W. Orr Jr. Sec.

Joseph Willis
Known Copy of Deed.

J. Beckwith West

(13)

Levi Pennington & al.

vs.

John P. Chrisman & al.

Plffs

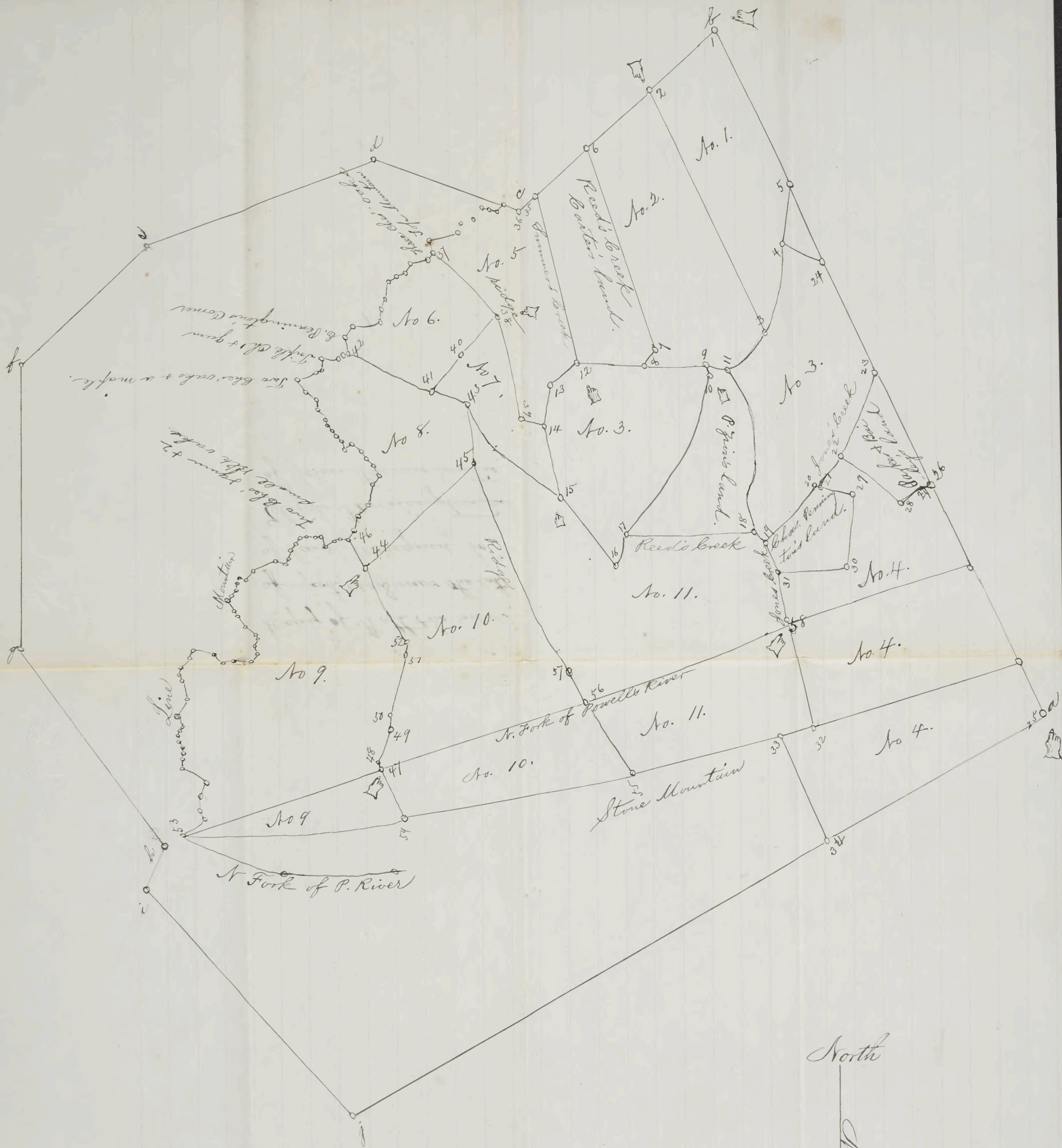
Defts

In Chancery.

The Commissioners who are appointed to partition the lands referred to in this cause among the parties entitled thereto, assign in the following words and figures to Elijah Pennington, one of the interested parties lot No 1. on the within plat, and in doing so use the following words in their report, to wit:-

First, we have allotted & assigned the lot marked No. 1 to Elijah Pennington: it begins at a chestnut & two chestnut oaks, on top of a ridge, corner to the McCredie Survey and runs thence with a line of the same S 47 W. 160 poles to a Chestnut, gum, & Chestnut oak on a spur, thence bearing said line S 33° E 493 poles to a Spanish Oak, Service, & 2 Chestnuts on top of a ridge And thence along the ridge, as it meanders N. E. to a Chestnut oak and two hickory bushes on Thomas Parson's line & with the same to a stake on the McCredie line & with it N 33 W to the beginning, supposed to contain 375 acres more or less.

Extract from Commissioners' Report.



Copy of Plath & Co much
of report as shows the lot
of land assigned to
Elijah Pennington one
of John Parsons-Senties

(14)

This Deed made this 25th day of May, in the year of our Lord one thousand eight hundred and fifty seven between John Hedrick & and Peter Hedrick of the County of Lee and State of Virginia, of the one part, and James M. Parsons, of the County of Lee and State of Virginia of the other part, Witnesseth, that the said John Hedrick and Peter Hedrick do grant unto the said James M. Parsons, certain tract or parcel of land, lying and being in the County of Lee, Beginning at a large poplar, beech and black oak corner to the land Crabtree sold to Russell, N 57 W 10 poles to a stake on Fishers line S 77 W 350 poles to a stake in said line, thence leaving said line S 41 E 96 poles to a double Chinquapin oak, Walnut and Hickory N 78 E 130 poles to a large Water oak, corner to David Pennington, and with his line S 12 E 71 poles to two Chestnut Oaks and Chesnut, N 53 E 230 poles to a double Chesnut oak and maple on Alfred Russell's line, N 55 W 16 poles to a Chesnut oak and maple on the north side of a ridge, corner to the 15-acre tract, and with the same, N 55 E 35 poles to two Chesnut oaks, N 35 E 27 poles to a double Chesnut oak on Fishers line S 76 W 108 poles to the beginning, the purchase money for the above described land is four hundred and sixty dollars with all its appurtenances, To have and to hold unto the said James M. Parsons and his heirs forever, and the said John and Peter Hedrick covenants that they will warrant generally the land hereby conveyed, in the year one thousand eight hundred and fifty seven, In witness whereof the parties have hereunto set their hands and seals.

John Hedrick Seal.
Peter Hedrick Seal.

A copy from the record. Teste Robt. H. Orr J. & C.

James M. Parsons
Trans } Copy of Deed
John & Peter Heanish

This Deed made the 3d. day of April 1858, between Ephraim Johnson of the County of Lee and State of Virginia of the one part, and James M. Parsons of the County and State aforesaid of the other part, Witnesseth - that the said Ephraim Johnson for and consideration of fifty five dollars, doth grant, bargain and sell, unto the said James M. Parsons the following tract or parcel of land, lying in said County, and bounded as follows: - Beginning on a black gum, chestnut and chestnut sprout, on Fishers line, thence with the fishers line, N 16 1/2 W 132 poles to three pines, on the top of the Stone Mountain westwardly to the Fisher line, thence with the Fisher line back to the Beginning, it being the west end of the land the said Johnson now lives on. The said Ephraim Johnson warrants generally the land hereby conveyed, Witness the following signatures and seals.

Ephraim ^{his} Johnson (seal)
mark

A Copy from the record

Teste - Robt W. Orr J. D. C.

James M. Parsons
From } Copy of Deed.
Ephraim Johnson

16

This Indenture of bargain and sale, made and concluded upon this the 12th day of April in the year of Christ 1855, by and between Isaac Johnson of the County of Hancock and State of Tennessee of the one part, and James M. Parsons of the County of Lee and State of Virginia of the other part, witnesses - whereas said Isaac Johnson hath bargained sold and delivered a certain tract or parcel of land lying in said County, on the waters of Powell's River, in the pore valley, containing one hundred acres, being the same more or less. For the consideration of Two thousand dollars, to have in hand, paid the receipt whereof he doth hereby acknowledge, bounded as follows, to wit: - Beginning at the west end of the yellow rock, on the top of the stone mountain thence S 88 E 60 poles to three black oak saplings on a spur of the stone mountain, S 79 E 66 poles, crossing the pore valley to a white oak and small poplar in a hollow on the North side of the Ridge, thence S 59 E 18 poles to a chestnut and gum, thence S 51 E 14 poles to Chestnut Sprout and Sowerwood on the top of the pore valley Ridge, thence along the top of Ridge with Russel's line to Chestnut oak on a conditional line made between Ephraim Johnson and James Johnson, with the Conditional line North to three Chestnut oaks on a conditional line made between Isaac Johnson and John Powell, west to a white oak, thence North, thence to a poplar and Chestnut oak, thence North with Ephraim Johnson's line to the top of the stone mountain, thence with the Stone Mountain to the beginning, to have and to hold the said tract or parcel of land with all its appurtenances, and the said Isaac Johnson and his heirs doth covenant with s^d. James M. Johnson and his heirs the s^d. tract

or parcel of land, will forever warrant and defend
against the claims or claims of all persons whatever, in
fee simple, whereof he hath hereunto set his hand
and seal, the day and year above written.

Isaac Johnson (Seal).

The foregoing deed is properly acknowledged and ad-
mitted to record.

A copy

Teste Robt. W. On. J. D. C.

James M. Parsons
from copy of Deed
Isaac Johnson

Virginia, Lee County Court, Nov 21st 1867,
Hendry Co. Hall for Chas. F. Cook Senior &c vs John Parsons,
A. D. Stout, Jas. M. Parsons, Jas. P. Bishop, Isaac P. Bishop
Elijah Demington, A. D. Gwynn & G. Sprinkle, M. D. Richmond
Salomon Payne, John Payne, and Joseph Willis.

Judgt for \$53.27 fine, with interest thereon from the 21st
day of November 1867 till paid and the costs. L. 275 42.50
\$5.40 M. 2 C.

Attest

Teste, R. H. Orr Jr. d.c.

Nov. 21. 1867

Hall for Ho
Nov 21/67.

18-

Parron & Pennington
in their

Tuesday June 22nd 1869

Virginia, Lee County Court, June 22nd 1869.

Martin S. Jayne for Jas. H. Jayne Adm. Jas. Jayne & vs
John Parsons Elijah Pennington, Ora G. Sprinkle, Jas. H.
Parsons, A. D. Gwin, Isaac S. Bishop & Alex. D. Stout, John
Jayne Solomon Jayne & Joseph Willis.

Judgt. for \$78.00, with int. There was from decr. 9th 1857 all
paid & due costs, to 1. 75 A 2.50, \$ 4.00.

Credit this Judgt. by \$100.00 handed me by A. D. Gwin to be hand
James H. Jayne this 18th day Aug. 1870.

John B. West Clerk.

Received of John B. West, Clk. the above \$100.00 this 21st day of
Aug. 1870.

Jas. H. Jayne Adm.

Credit this Judgt. by \$36.70 the residue of this Judgt. int.
and costs, handed me by A. D. Gwin this 17th day of Sept. 1870
to be handed James H. Jayne.

John B. West Clerk.

Received of John B. West by Jas. H. Orr \$36.70 the amount
of this Judgt. Credited above, this Sept 22nd 1870

James H. Jayne Adm.

Acopy

Lester R. H. Orr Jr. Sec.

Sage:

June 22/69

(19)

Parsons & Pennington
in their

March Term 1873

Virginia, Lee County Court, March 22nd 1873.

The Commonwealth for Wm A. Jones, James H. Jones,
& John Riddle vs John Parsons, A. D. Stout, Joseph Willis,
Eva & Sprinkle, John Payne, Solomon Payne, W. D. Richmond
& J. Bishop, Wm Parsons & A. D. Givens.

Judgt. for \$112.83. with int. from 20th March 1873 until
paid & the costs. J. B. H. 1.00, 6.14.85, A 2.50 \$9.20, W 2.50.

A copy

Given R. W. Am Jr & Co

Mr. A. Jones for H.
Mar^{22ⁿ} 1878.

20

2 No. Parsons not in it
nor E. Pennington

~~July Term 1875~~

Virginia, Lee County Court, Jan'y Term 22nd 1867,

The Commonwealth for James L. Lloyd Adams, John
Arey decd. vs John Parsons, Elijah Perumington, Heph. D. Strait
James M. Parsons, Ira G. Sprinkle & D. G. W. Marion & Richmond
and Isaac Bishop.

payt. for \$144.61 fine for the failure of the said John
Parsons to return an Execution as required by law with
legal interest thereon from Jan'y 22nd 1867 till paid & the
Costs C. S. 75 - \$2.50 S. S. 40 & 6.00.

Attest

Leite, R. H. Orr Jr. Secy.

S. J. Sayel

1867 Aug 22

21

Parson & Penington
in this

Know all men by these presents that we John Parsons, and Elijah Pennington, Jos Willis, James M. Young, A. D. Stout, S. S. Crockett, James M. Parsons, ^{Mr} Parsons, ^{Mr} H. Hughes, Eli B. Crockett, Ira S. Sprinkle, Doctor S. Wells, William Parsons, Joseph F. Bishop, A. D. Zion, John Payne, Alexander Payne, Solomon Payne, Thomas Holburn, Marion D. Richmond, and Isaac S. Bishop, are held and firmly bound unto the commonwealth of Virginia, in the just and full sum of Ninety thousand Dollars to which payment well and truly to be made, to the said commonwealth we bind ourselves our and each of our heirs, Executors and administrators jointly and severally, firmly by, these presents, Sealed with our seals and dated this 21st day of January 1861.

The condition of the above obligation is such that whereas, the above bound John Parsons was on the 24th day of May 1860 duly elected, by the qualified voters of the County of Lee Sheriff thereof, to serve as such for the term of two years, commencing on the first day of January 1861 and after the said term of office shall have expired until his successor is qualified to enter upon the discharge of the duties of said office. Now therefore if the said John Parsons, shall faithfully discharge the duties of his said office according to law, then the above obligation to be void otherwise to remain in full force and virtue.

Doctor S. Wells	Seal	John Parsons	Seal
William Parsons	Seal	Elijah Pennington	Seal
Joseph F. Bishop	Seal	Joseph ^{his} Willis	Seal
A. D. Zion	Seal	J. M. Young	Seal
John ^{his} Payne	Seal	A. D. Stout	Seal
Alexander ^{his} Payne	Seal	S. S. Crockett	Seal
Solomon Payne	Seal	J. M. Parsons	Seal
Thomas ^{his} Holburn	Seal	William ^{his} Parsons	Seal
M. D. Richmond	Seal	William H. Hughes	Seal
I. S. Bishop	Seal	E. B. Crockett	Seal
Acopy to John R. Gibson J. C.	Seal	Ira ^{his} Sprinkle	Seal

2.58
1.50
4.08

8.00
3.50
2.50
1.50
6.00
\$ 21.50

27.00
18.00
2.25
\$ 47.25

John Parsons Shiff
Copy of Bond

(A).

To the honorable circuit court of Lee County. Pursuant to your Decree rendered the 20th day of September 1867 the undersigned commissioners, appointed by said decree for that purpose, have partitioned the land of William Hughes deceased, among his heirs at law, in accordance with said decree and beg leave to report: First ascertained the value of the whole tract of land to be \$2100.00 we then laid off and assigned to Elizabeth Hughes the mother of Daniel Hughes, $\frac{1}{10}$ of $\frac{1}{10}$ in value of the whole of the said tract of land, which is bounded as follows to wit: Beginning at two Hickories, corner to the share assigned to the children and heirs of William Hughes deceased, thence $S 16^{\circ} E 3$ poles to a stake, thence $N 72^{\circ} E 80$ poles to a stake on the Benedict line & with the same $N 48^{\circ} W 3$ poles to a stake, corner to the share assigned to the children and heirs of the said William Hughes deceased & with a line thereof $S 72^{\circ} W 80$ poles to the Beginning, containing one & a half acres be the same more or less, see fig 10. 7. 18. 17. 10 which we value at \$21.00 and we then laid off and assigned to Isaac I. Hughes an equal interest therein with the said Elizabeth, which is bounded as follows to wit: Beginning at a Black oak, Sourwood and two dogwoods, corner to Joseph Eli's land, thence $S 18^{\circ} E 10$ poles to a stake, thence $N 67^{\circ} E 40$ poles to a stake, thence $N 80^{\circ} E 26$ poles to a stake on Hobbs line, and with the same $N 18^{\circ} W 5$ poles to two chestnuts, corner to said Hobbs & also corner to said Eli, and with said Eli's lines $S 73^{\circ} W 26.26$ poles to a locust (now down) $N 26^{\circ} W 1\frac{1}{2}$ poles to a stake, thence $S 65^{\circ} W 20$ poles to the Beginning, containing 3 acres, be the same more or less see fig 27. 26. 43. 31. 30. 29. 28. 27. which we value at \$21.00 which interest and shares the said Elizabeth and Isaac I. are entitled to out of the land which descended to them from the said David Hughes deceased. We then partitioned the residue of the said land into eight shares as nearly equal in value as practicable, with the exception hereafter stated. We then assigned one of these shares to the children and heirs of William Hughes deceased, which is bounded as follows to wit: Beginning at two hickories, corner to the share assigned to Elizabeth

Hughes & also corner to Hiram Ely's land, and with said Ely's line, and along the top of a ridge N 7° E 16 poles to a stake N 35° E 19 poles to a stake N 18° E 7 poles to a stake N 6° E 13 poles to a stake on Tobias Pennington's heir's land, and with the same N 60° E 38 poles to a stake corner to the said Benedict land, and with lines thereof, and down a spur S 22° E 34 poles to a stake S 48° E 20 poles to a stake corner to the share assigned to the said Elizabeth Hughes and with a line thereof S 72° E 11 poles to the Beginning, containing 17 acres, be the same more or less. See Fig 10. 11. 12. 13. 14. 15. 16. 17. 18. which we value at \$271.75. We then assigned of three shares to the Plaintiff E. M. Hughes, which is bounded as follows, to wit: Beginning at a stake, corner to Joseph Ely's land on the Benedict line, and with the said Benedict line N 40° W 57½ poles to a large poplar N 15° W 34 poles to a stake, corner to the share assigned to the said Elizabeth Hughes, and with a line thereof S 42½° W 17 poles to a stake near the house where Ira L. Hughes now lives, thence S 6° W 24 poles dividing a spring to a stake thence S 8° E 37 poles to a stake on said Joseph Ely's line, and with the same N 67° E 46 poles to the Beginning, containing 12 acres be the same more or less. See Fig 19. 20. 21. 22. 23. 24. 25. which we value at \$271.75. We then assigned to John Hughes, Tobias Hughes, Nancy Hughes, Sally Hughes, Ira L. Hughes, and Lightal Hughes the other six shares, or the residue thereof, who elected to elect their shares adjoining and together, which is bounded as follows to wit: Beginning at a stake in the Elm branch corner to Hiram Ely's land and with lines thereof N 30° E 38 poles to a beech N 5° E 13 poles to a sugar tree (now gone) N 47° E 16 poles to a beech, N 5° E 24 poles to a double dogwood, double poplar and gum (dogwood and poplar) N 24° W 25 poles to a gum N 69° W 22 poles to a white oak N 30° W 10 poles to a steeping white oak N 16° W 15 poles to a stake corner to the share assigned to the said Elizabeth Hughes, and with a line thereof N 72° E 61 poles to a stake near the house where Ira L. Hughes now lives, corner to the share assigned to the Plaintiff E. M. Hughes and with lines of the same S 6° W 24 poles

dividing a spring, to a stake S 8° E 37 poles to a stake on a line of Joseph Ely's land, and with lines thereof S 67° W 8 poles to a white oak (now gone) S 20° E 50 poles to a stake and red Elm N 72° E 6 poles to a stake S 20° E 56 poles to a stake on the Campbell's line, and with the same N 53° E 9 poles to a stake, corner to another tract of said Joseph Ely, and with lines thereof S 18° E 65 poles, passing a black oak, sourwood and two dogwoods said Joseph Ely's corner at 56 poles to a stake, corner to the share assigned to the said Isaac L. Hughes, and with lines thereof N 67° E 40 poles to a stake N 40° E 38 poles to a stake on Hobbs line, and with the same S 18° E 48 poles to a cucumber said Hobbs corner, thence S 32° W 44 poles to a maple and 2 sourwoods, thence S 68° W 40½ poles to a white oak and horse beans near a spring corner to A. C. Ely's land and with lines thereof and dividing said springs N 12° W 34 poles to a rock S 47° W 114 poles to a poplar N 10° W 34 poles to a stake on said Hiram Ely's line, and with lines thereof N 55° E 24 poles to a stake, thence N 4° W 44 poles to the mouth of the said Elm branch and up said branch, as it meanders, N 17° E 4 poles to a stake N 14° W 18 poles to a stake thence N 66° W 14 poles to the beginning, containing 131 acres, be the same more or less. See Fig 1. 2. 3. 4. 5. 6. 7. 8. 9. 45. 44. 21. 22. 23. 24. 25. 26. 46. 43. 32. 33. 34. 35. 36. 37. 38. 40. 41. 42. 1. We value the four first named children's shares viz: John, Tobias, Nancy, and Sally Hughes at \$271.75 each and the share of Ira L. Hughes at \$215.75 who has received an advancement property of the value of \$56.00 and the share of Lightal Hughes at \$211.75 who has received an advancement property of the value of \$60.00 making the value of the whole six shares \$1514.50

William Hughes' ^{deceased} heir's share value	271.75
E. M. Hughes' share value	271.75
Elizabeth Hughes' share value	21.00
Isaac L. Hughes' share value	21.00
	2100.00

(AA)

Received A D Gian Eighty two
and Sixty six cents the full amount
of one fifth in favor of Henry C
Hall Against ^{John W. Garrison} A. D. Gian James M. par
son Joseph P Bishop Isaac T Bishop Eliya
penington Ira G Sprinkle M D Richmond
Salomon poir And Joseph Willis in favor of
Charles F. Cook surviving partner of the
firm of C. Cook and son bar Included
Dec the 20 1869 Williams W. L. S. T. b

Wm W Sage
Receipt

John Parsons & Securities			
1876 Aug 14	To A. D. Gion one of said Securities		Dr
	To this Sum paid J. W. Jayne admr Aug 18/70	100 00	
	" Interest on Same to August 14/76	36 00	
	" this Sum paid Same Sept 17/70	36 70	
	" Interest on Same to Aug. 14 th 1876	13 00	
	" this Sum paid L. F. Conker & Diff Decr 20/69	82 60	
	" Interest on Same to Aug. 14 th 1876	33 00	
	" this Sum paid W. A. Jones & al June 15/74	35 00	
	" Interest on Same to Aug. 14 th 1876	4 55	
	" this Sum paid Same Nov. 16/74	10 00	
	" Interest on Same to Aug. 14 1876	1 05	
	" this Sum paid on Sord Execution Oct 5 th 1875	50 00	
	" Interest on Same to Aug 14 1876	2 55	
	" this Sum paid Sord on Same Decr 10/75	20 00	
	" Interest on Same to Aug 14 1876	81	
	" this Sum paid Sord on Same Jan. 20/76	17 00	
	" Interest on Same to Aug 14 1876	50	
	" this Sum paid Same on Same Mar 7/76	4 37	
	" Interest on Same to Aug 14 1876	10	
	Principal & Int of Gions Payments to Aug 14/76	447 23	

John Parsons & Securities			
1876 Aug 14	To M. D. Richmond one of said Securities		Dr
	To this Sum paid on Jones Jugh June 19 1874	75 00	
	" Interest on Same to Aug 14 1876	9 75	
	" this Sum paid on Sord Jugh Oct 25/75	87 75	
	" Interest on Same to Aug 14 1876	4 25	
	Principal & Int of Richmonds Jugh's Aug 14/76	176 75	

1876 Aug 14

John Parsons and Sureties

To Isaac T. Bishop one of said Sureties		
To this Sum paid on Jones Jugh March 22 1874	10 00	
" Interest on Same to Augt. 14 1876	1 45	
" this Sum paid on Jones Jugh Augt 26 1874	20 00	
" Interest on Same to Augt 14 1876	2 40	
" this Sum paid on Sayd Jugh Sept 8/75	25 00	
" Interest on Same to Augt 14 1876	1 38	
" this Sum paid on Sayd Jugh Dec 3 rd 1875	25 00	
" Interest on Same to Augt 14/76	1 06	
" this Sum paid on Said Jugh Jan 5 1876	6 50	
" Interest on Same to Augt 14 1876	24	
" this Sum paid on Sayd Jugh Aug 14/76	31 91	
Principal & Int of Bishops Jugh to Aug 14 1876	124 94	

Special Statement No 1

Amb A.D. Jones payment for & Int Aug 14/76	1447 23	
" Richards " " " Aug 14/76	176 75	
" Bishops " " " " 14/76	124 94	
Aggregate Sum paid on by said three for & Int	748 92	
A.D. Jones Share thereof is	74 89 1/2	
M.D. Richards Share thereof is	74 89 1/2	
I.T. Bishops Share thereof is	74 89 1/2	
+ Elijah Penningtons Share thereof is	74 89 1/2	
" Jos Willis " " is	74 89 1/2	
" Jas M. Parsons " " is	74 89 1/2	
+ Ira G. Sprinkles " " is	74 89 1/2	
The Estate of Wm Parsons must pay	74 89 1/2	
+ " " Wm Hughes " "	74 89 1/2	
+ " " Doctor F. Wells " "	74 89 1/2	748 92

Special Statement No 2

Elijah Pennington	Must pay Poffs	74	89 $\frac{1}{2}$
Joseph Willis	" " "	74	89 $\frac{1}{2}$
James M Parsons	" " "	74	89 $\frac{1}{2}$
John G. Sprinkle	" " "	74	89 $\frac{1}{2}$
The Estate of Wm Parsons	" " "	74	89 $\frac{1}{2}$
" " " Wm Hughes	" " "	74	89 $\frac{1}{2}$
" " " Doctor F. Wells	" " "	74	89 $\frac{1}{2}$
These parties will pay Poffs this sum		524	24 $\frac{1}{2}$
Out of which the Poffs will receive as follows			
James claim \$447.23. less \$74.89 $\frac{1}{2}$ is to receive	372	33 $\frac{1}{2}$	
Richmond claim \$176.75 less \$74.89 $\frac{1}{2}$ must receive	101	85 $\frac{1}{2}$	
Bishop's claim \$124.94 - less \$74.89 $\frac{1}{2}$ must receive	50	06 $\frac{1}{2}$	524 24 $\frac{1}{2}$

(D)

Virginia,

At a court begun and held for Lee County,
at the Court house thereof, on Monday the 20th day of May
1861.

A majority of the acting justices of this County, being
present, it is unanimously ordered by this Court, that
the sum of Three thousand dollars be raised and appro-
priated by this County for the purpose of defraying
the expenses of such volunteer companies as may be raised
in this County for the army of the Confederate States and
the defence of Virginia; and that M. B. D. Lane is hereby
appointed an agent, upon the part of this County, to borrow
the said sum of \$3000. - and execute the bond, or bonds of
this County, therefore, payable as follows, that is to say
\$1000. - due the 1st of January 1862 \$1000. - due the 1st of Jani-
-uary 1863. and \$1000. - due the 1st of January 1864, with
interest from the date of said bond or bonds. -

A Copy

Lester R. H. Onfr. D.C.

\$.20	.70
.20	.20
.20	.20
.20	.20
1.00	.20
.30	.40
.70	.30
.30	.20
.30	.40
.70	<u>2.80</u>
.40	6.00
.40	<u>8.80</u>
.40	
.30	
.40	
<u>6.80</u>	

Copy of Order of Cost

Ordering a levy of \$3000.
 &c.

(8)

Virginia,

At a Court begun and held for Lee County, at the Court house thereof, on Monday, the 20th day of May 1861. Ordered that the sum of \$1000.- of the sum appropriated by this Court for defraying the expense of volunteer companies raised in this County, for the army of the Confederate States, and defence of Virginia, be levied the present year the said sum to be raised upon the same subjects, and in the same way that the taxes from the County to the State are raised, for the present year, and it being ascertained that the sum due from the County to the State is \$ and that the per cent on said sum, to raise the said \$1000.- hereby levied is cents, on the dollar. It is further ordered that the Sheriff of this County, shall when he makes off his receipts for the present year add to each persons receipt, at the bottom thereof per cent upon the whole amount, of the tax due from each individual to the State, and collect ~~the~~, and pay said sum over to the agent of this Court.

A copy

Teste R. W. Orr Jr. D.C.

Copy of Order of Co. etc
directing \$1000. to be
collected by the Sheriff in 1861

(F)

Virginia.

At a court begun and held for Lee County at the
court house thereof, on Monday the 15th day of July 1861.
A majority of the acting justices of this County being present,
it is unanimously ordered by this court, that the sum
of seven thousand dollars be raised and appropriated
by this county, for the purpose of defraying the expenses of
such volunteer companies as may be raised in this County
for the army of the Confederate States and the defence of Virginia
+ for the support of families of poor volunteers, and that Patrick
Hagan is hereby appointed an agent upon the part of this
county to borrow the said sum of \$7000.00 and execute the bond
or bonds of this county therefor, payable as follows, that is to
say \$2333.33 $\frac{1}{3}$ due the 1st January 1862, \$2333.33 $\frac{1}{3}$ due the 1st January
1863, and \$2333.33 $\frac{1}{3}$ due the 1st January 1864, with interest from the
date of said bond or bonds, and paid semi-annually.

A copy

Teste R. H. Orr Jr. J. C.

(3)

Virginia.

At a court begun and held for Lee County at the court house thereof, on Monday the 15th day of July 1861.

Ordered that the sum of \$3373. of the sum appropriated by this County for defraying the expenses of Volunteer Companies raised in this County, for the army of the Confederate States and defense of Virginia, be levied the present year the said sum to be raised upon the same Subjects, and in the same way that the Taxes from the County, to the State are raised, for the present year, and it being ascertained that the sum due from the County to the State is \$11645.88 and that the per cent on said sum to raise the said \$3373. hereby levied is $33\frac{1}{3}$ per cent on the dollar. It is further ordered that the Sheriff of this County shall when he makes off his receipts, for the present year, add to each persons receipt, at the bottom thereof $33\frac{1}{3}$ per cent upon the whole amount of the tax due from each individual to the State and collect and pay said sum over to the agent of this County.

A Copy

Teste, R. W. Carr, J. D. C.

Copy of County Court

Directing Sheriff to collect

33 1/3 per cent on State

Taxes for 1861

(H)

John Parsons Sheriff of Lee County
1861

To the County of Lee

Dr

To 33 1/3 per centum on \$11712.68 the amount of the State
taxes due from said county for the year 1861. which
sum was laid by the county court of said county
in order to pay off at least one third of the sum
^{\$37,000.00}
appropriated by said court, on the part of the said
county for the support of the war, and families
of indigent Volunteers amounting to this sum . . . \$3904 23

Credits

By 33 1/3 per centum on \$475.34 the amount
of the State taxes returned delinquent, amounting to 158 41

By 5 per cent commission on ~~\$3728.82~~ ^{\$3728.82} the
residue arising from said Levy, after deducting
^{158.41}
~~\$3728.82~~ the amount of said Levy returned delinquent
amounting to this sum . . . 187 29 345 70

Leaving due to the county the 15th Decr 1861 this sum . . . \$3558 53

add for Interest from 15th Decr. 1861. to 19th May 1862 this sum . . . 91 33

Leaving on this 19th May 1862 Due to the county this sum . . . \$3649 86

Statements of Persons
accounts on account
of War Surg 1861

\$3,085.50

1

52.00	144
87 75	72
91.37	20
88 41	<u>236</u>
<u>519.53</u>	
51	
<u>267</u>	

1 View

A.D. Giers claims as Surities See D.			447	23
M.D. Richmond " " " " D.			176	75
I.T. Bishop's " " " " D.			124	94
Same " vs same Levy			3558	50
Same " vs " Int.			3131	48
Total Sum against Surities			7438	90
Isaac T. Bishop's Share thereof is	743	89		
A.D. Gier has already paid see D.	447	23		
M.D. Richmond " " " " D.	176	75	1367	87
This Sum to be contributed to Bishop			\$6071	03
Of which Sum				
A.D. Gier must pay	296	66		
M.D. Richmond " "	567	14		
Elijah Permyington " "	743	89		
James M. Parsons " "	743	89		
Joseph Mellis " "	743	89		
Ira G. Sprinkle " "	743	89		
Wm. Hughes estate " "	743	89		
Wm. Parsons " " "	743	89		
Doctor F. Wells " " "	743	89	6071	03

For Second view see next Page

Second View

I. T. Bishop's claim vs. Sureties for Say \$3588.50			
reduced to value of Confederate money Jan 1862	2846	80	
Interest on Same to Aug 14 th 1876.	2320	03	
A. D. Zion's claim vs. Sureties see paper D.	447	23	
M. D. Richmond " vs " " " D.	176	75	
I. T. Bishop's " vs " " " D.	124	94	
Aggregate Sum vs. Sureties in this view of case	5915	75	
Isaac T. Bishop's Share thereof is	591	57½	
A. D. Zion has paid " this Sum	447	23	
M. D. Richmond " " " "	176	75	129555
Leaving this Sum to be refunded Bishop.	4700	19½	
Of which Sum			
Mr. A. D. Zion must pay Bishop	144	32½	
" M. D. Richmond " " "	414	82½	
" Elijah Pennington " " "	591	57½	
" James M. Parsons " " "	591	57½	
" Joseph Willis " " "	591	57½	
" Ira G. Sprinkle " " "	591	57½	
Wm. Hughes Estate " " "	591	57½	
Wm. Parsons " " "	591	57½	
Doctr. F. Wells " " "	591	57½	470019½

For third & last view see next page.

Third & last view

J. T. Bishop's claim vs. Sureties for value
of \$4038.89 paid on County bonds in March 1864

175 60

Interest on Same to Aug 14 1876.

132 28

A. D. Hyins claim vs. Sureties See D.

447 23

M. D. Richmond " vs " " D.

176 75

Isaac T. Bishop's " vs " " D.

124 94

Aggregate Amounts of Sureties liabilities
of which each Sureties part is \$105.68

1056 80

Elijah Pennington must pay Pffs

105 68

James M. Parsons " " "

105 68

Joseph Willis " " "

105 68

Ira G. Sprinkle " " "

105 68

Wm Hughes heirs " " "

105 68

Wm Parsons " " "

105 68

Doctor F. Wells " " "

105 68

The pffs will then leave this sum

739 76

Zion has paid \$447.23 Share of each \$105.68 must get 341 55

Richmond " " 176.75 " " " 105.68 must get 71 07

Bishop's " " 432.82 " " " 105.68 " gets 327 14 739 76

The Pffs A. D. Hyins & M. D. Richmond except to the foregoing statements, so far as they manifestly depart from the rule, that the Co. Sureties, can only call for contribution, to the extent, they have really expended in the payment of the claim for which they are bound, & not the nominal amount of the claim itself, and this principle sufficiently appears in the Bill, when speaking of the bank debt.

Augt 30 1876 W. B. D. Lane for said Pffs.

A. D. Zim & others
vs } Statement & views

John Parsons et al,

Exception with their

(f)

Marth 1876

Received
\$4.37. As my commission on
an execution in my hands
At O'Brien this part in the
L^{ts} La against him M^r D^r
Richmond Isaac T Bishop
in favor of James T Lloyd as
administrator of John Mary
det also .55 cts of the principal
an interest which was placed
on the execution on the 31. Day
of Mar 1876
J C Scott D^r.

James C Scott

Receipt for

\$4.95 cts

Per the 10. 1875

Received of A D Zion Twenty Dollars
on an execution in my hands in favor
of James T. Lloyd as Admr of John Arz
Per against A D Zion Isaac T Bishop &
M D Richmond as surety of John Parsons
as Sheriff Late.

20.00 Dec 10/75
11.37 Mar 7/76
17.00 Jan 20/76
50.00 Oct 5/75
91.37

J I Scott D S for
J S Kelly D L C.

Lee County Virginia Jonesville

James C Scott

receipt

*

Recd March 22d 1874

of Isaac T Bishop Ten Dollars which amount
is to be a credit on a judgment in my hands
in favor of Wm A Jones & S The Securities of
John Ross & Shuford & L Hamilton & Co

Ch. L. L. L.
The 31st

Paid out by Firm as Security for Parsons	447 23
" " " Richmond as " " "	176 75
" " " Bishops " " "	124 94
Total Sum paid out by the three	748 92
<u>Divided between 11 parties that of each is 68 08¹⁰/₁₁</u>	

Paid out as above this sum	748 92
Firm's share of the loss is	68 08 ¹⁰ / ₁₁
Richmond " " " " is	68 08 ¹⁰ / ₁₁
Bishops " " " " is	68 08 ¹⁰ / ₁₁ 204 25 ¹⁰ / ₁₁
Leaving to be raised from the following 8 this sum	544 66 ¹⁰ / ₁₁
Of which Elijah Pennington must pay	68 08 ¹⁰ / ₁₁
" " Joseph Willis " "	68 08 ¹⁰ / ₁₁
" " Ira G. Spindle " "	68 08 ¹⁰ / ₁₁
" " the heirs of Wm. Hughes " "	68 08 ¹⁰ / ₁₁
" " " " D. F. Wells " "	68 08 ¹⁰ / ₁₁
" " " " A. Payne " "	68 08 ¹⁰ / ₁₁
" " " " Geo. Payne " "	68 08 ¹⁰ / ₁₁
" " " " S. Payne " "	68 08 ¹⁰ / ₁₁ 544 66 ¹⁰ / ₁₁

Nett Sum to be realized as above	544 66 ¹⁰ / ₁₁
Firm has paid out \$447.23 - loss \$68 08 ¹⁰ / ₁₁ deduction	379 14 ⁷ / ₁₁
Richmond " " " 176.75 " 68 08 ¹⁰ / ₁₁ " "	108 66 ⁷ / ₁₁
Bishops " " " 124 94 " 68 08 ¹⁰ / ₁₁ " "	56 85 ⁷ / ₁₁ 544 66 ¹⁰ / ₁₁

This view of the case leaves out James H. Parsons
and the heirs of William Parsons decd.

H. J. Morgan Comt.
April 5/79

Statement of
Crimm

Mar 1879

L

I Hereby Certify

That, a Chancery Order in the Circuit Court of
Lee County, of which the annexed is a copy,
was printed four successive weeks in the "Lee County
Sentinel," a weekly newspaper published in the town of
Jonesville, County of Lee, State of Virginia. Publication
ending this, 26 day of July 1878.

Charles Willoughby

Publisher "Sentinel."

VIRGINIA:—At rules held in the Clerk's
office of the Circuit court of Lee county,
the 1st day of July 1878.

Abraham Zion et als Plt's. } On an original
against } and amended

Jno. Parsons et als Def't's. } Bill in Chancery.

The object of this suit is to ascertain the
liabilities of John Parsons and his surties as
late Sheriff of Lee county, and in case the said
Sheriff is insolvent, that an account be taken
between his solvent surties, and they be
made to contribute equally to the payment of
said liabilities; and it appearing from an af-
fidavit filed in the cause, that the defendant
John Payne, is a non-resident of this State.
It is therefore ordered that he appear here
within one month after due publication of this
order, and do what is necessary to protect his
interest in this suit. A copy

Teste:—R. W. ORR, Jr, D. C.

July 5th, 4w \$5.

Publisher's Certificate.

CASE OF

vs.

in Chancery.

P. Q.

Virginia.

At Rules held in the Clerk's office of the circuit Court of Lee County, the 1st day of July 1878.
Abraham Zion et als

Pffs. On an original
and ^{an} amended

against
John Parsons et als

Defd's bill, in chry.

The object of this suit is to ascertain the liabilities of John Parsons and his sureties as late Sheriff of Lee County, and in case the said Sheriff is insolvent, that an account be taken between his solvent sureties, and they be made to contribute equally to the payment of said liabilities; and it appearing from an affidavit filed in the Cause, that the defendant, John Payne, is a non resident of this State, it is therefore ordered that he appear here within one month after due publication of this order, and do what is necessary to ~~it~~ protect his interest in this suit.

A Copy

Teste. R. H. Orr Jr. Clk.

Abraham Zion et als
vs B Ord. of Pub.

John Parsons et als

Commissioner's Office,

Jonesville, Va.,

July 29 - 1876.

A.D. Zion & others

AGAINST

Plaintiff,

Defendants }

IN CHANCERY.

John Parsons & al

The parties to this suit, and all others interested are hereby notified, that at my office. in Jonesville, on the *14th* day of *August* 1876, I will proceed to execute a decree of the Circuit Court of Lee county, entered in the above styled cause, on the *7th* day of *April* 1876, (of its terms and requirements the parties are required to take notice and act accordingly), at which time and place all parties interested are required to appear and to produce and bring with them all necessary papers and such witnesses as they may desire to introduce touching any matter about which oral testimony may be desired.

HENRY J. MORGAN, Com'r.

The parties will each bring with them any and all receipts for money paid by them as security for John Parsons late Sheriff of Lee County

Henry J. Morgan Comr.

(A)

A. D. Jones & al

vs } Notice - Aug. 14/76

John Parsons & al

Executed by delivering
a copy of the within to
the Sheriff one to
M. L. Richardson and one
to J. S. Bishop

Presented on return
on Parsons on Hugh Parsons
on Amanda Parsons
John Parsons on June
Parsons this Aug. the 1876
and on John P. Myers Aug
the 9. 1876 on on John J
Hugh on Nancy Hughes
on Polly Hughes and
on Tobias Hughes this
Aug. the 10. 1876

Presented on John
Parsons Aug. the 1876
on on Eliza Parsons

Executed on Joseph Willis Aug 12th 1876

Thos J. Ely Ds

Commissioner's Office

The Commonwealth of Virginia,

To the Sheriff of Lee County---Greeting:

WE COMMAND YOU TO SUMMON

*Mary Payne, the widow of
Alexander Payne decd, Robert Holmes & Cynthia
his wife, Samuel Payne, John Payne and
Solomon Payne.*

To appear before the Judge of the Circuit Court of Lee County, at the Court-House, in the Clerk's Office at

August

Rules next, to answer a bill in Chancery, exhibited in our said Court against

*them by Abraham Zion, Marion D. Richmond
and Isaac T. Bishop*

And have then there this writ. WITNESS, James W. Orr, Clerk of our said Court, at the Court-House, this *0th*
day of *July*, 187*8*, in the 10*3* year of the Commonwealth.

J. W. Orr Jr **CLERK.**

I except the legal claims of
within July 30 - 1878

big
Roland + Holmes
marks

Abraham Zion et als

vs B Spain Chy

John Parsons et als

Aug Rules 1878.

Executed on all
the parties but
John Payne.

J C Scott & for
vs Ely & L.

The Commonwealth of Virginia:

To The Sheriff of Lee County:—Greeting,

WE COMMAND YOU TO SUMMON *Amanda Parsons Adm^r & widow of Wm Parsons (Long decd), Wm Lutton & Phebe J his wife formerly Phebe J Wells, Sylvester Wells, America E Wells, Mary Wells, & Lazewell E Wells, children & heirs at law of Doctor S Wells decd.*

to appear before the Judge of the *circuit* Court of Lee County, at the Court-house, in the Clerk's Office, *at February* Rules next, to answer a bill in chancery, exhibited in our said Court against *them & others by Abraham Digion Mariaw D Richmond & Isaac S Bishop*

And have then there this writ. Witness, JAMES W. ORR, Clerk of our said Court, at the Court-house, this *30th* day *Decr*, 1875, in the *10th* year of the Commonwealth,

James W Orr. Clerk.

A. D. Nixon et al
vs J. H. A. Co. Chy.

Amanda Parsons Adm^{or}
- Estate

February Rules 1876

Enacted one ~~2~~ 3

day February 1876

J. H. A. Co. vs Scott & S
for J. S. Ealey & C

The Commonwealth of Virginia,

TO THE SHERIFF OF LEE COUNTY—GREETING:

WE COMMAND YOU TO SUMMON

John Parsons, Elijah Pennington, Joseph Willis, James M. Parsons, in his own right and as the husband of Amanda Parsons, late the widow of Mr. Parsons (Long) decd., Amanda Parsons Adm^r & widow of Mr. Parsons (Long) decd., M. D. Richmond & Ira C. Sprinkle her securities, John Parsons, Zion Parsons, & Kyle Parsons children & heirs at law of Mr. Parsons (Long) decd.; John Hughes, Solinas Hughes, Nancy Hughes, Polly Hughes children & heirs at law of Mr. Hughes & decd., John P. Myers as trustee of Ira C. Hughes, Ira C. Sprinkle in his own right, Mr. Patton & Phebe J. his wife, formerly Phebe J. Wells, Sylvester Wells, America E. Wells, Mary Wells, Laywell E. Wells children & heirs at law of Doctor S. Wells decd and Mr. Parsons.

to appear before the Judge of the ^{Circuit} ~~County~~ Court of Lee County, at the Court House, in the Clerk's Office, at

July
against

Rules next, to answer a bill in Chancery, exhibited in our said Court

then by Abraham D. Zion, Marion D. Richmond & Isaac S. Bishop

And have then there this writ. WITNESS, JAMES W. ORR, Clerk of our said Court, at the Court House,
this *14th* day of *June*, 1875, in the *99th* year of the Commonwealth.

James W. Orr. Clk.

Tricia L. on John Parson Elyah Remington Joseph
Phillis James M. Parsons in his own right & as the husband
of S. Mandy Parsons admn of the Parsons
of H. L. Nicholson & Ira G. Sprinkel John Parsons Zion
Parsons Kyle Parsons John Hughes Tobias Hughes Nancy
Hughes Kelley Hughes John P. Myers Ira G. Sprinkel
& the Parsons, a lot situated on the west they
not living in the County of L. Hamblen & L.

18
J. D. H. in et al
vs
John Parsons et al
July 1875.

The Commonwealth of Virginia,

TO THE SHERIFF OF LEE COUNTY—GREETING:

WE COMMAND YOU TO SUMMON *John Parsons, Elijah Huntington, Joseph Willis James, Mrs*
Parsons in his own right and as the husband of Amanda Parsons, late the Adm'r of
Davidson of Wm Parsons (decd), Amanda Parsons Adm'r & widow of Wm
Parsons (decd), H. D. Richardson & Tra B. Sprinkle her co-heirs of John Parsons
Youn Parsons & Kyle Parsons Children and heirs at law of Wm Parsons
Longdeed, John Hughes Tobias Hughes, Nancy Hughes, Polly Hughes Children and
heirs at law of Wm Hughes & decd, John P. Hughes as vendee of Tra B. Hughes
Tras B. Sprinkle in his own right Wm Patton & Phoebe his wife formerly Phoebe
of Wells, Silvester Wells, Amanda C Wells, Mary Wells, Elizabeth C Wells
Children and heirs at law of Doctor J. Wells decd Wm Parsons

to appear before the Judge of the County Court of Lee County, at the Court House, in the Clerk's Office, at

July Rules next, to answer a bill in Chancery, exhibited in our said Court
against *Thos Abraham D. Gien, Marion D. Richardson,*
v Isaac V. Bishop

And have then there this writ. WITNESS, JAMES W. ORR, Clerk of our said Court, at the Court House,
this *24th* day of *June*, 187*5*, in the *79th* year of the Commonwealth.

James W. Orr Clerk
Attest James W. Orr Clerk

The Commonwealth of Virginia,

TO THE SHERIFF OF LEE COUNTY—GREETING:

WE COMMAND YOU TO SUMMON

*John Parsons, Elijah Parsonson, Joseph Willis, James
W. Parsons in his own right and as the husband of Amanda Parsons late the Amanda wife of
of Wm Parsons (long) decd, Alexander Parsons and the widow of Wm Parsons (long) decd,
H.D. Richmond & Co. Merchants, John Parsons, John Parsons, John Parsons
Children & heirs at law of Wm Parsons (long) decd, John Hughes, William Hughes, James Hughes
Polly Hughes Children & heirs at law of Wm Hughes Jr decd, John P. Hughes & heirs
of Wm P. Hughes & Co. Merchants in his own right, Wm Caldwell & Phebe P. his wife
formerly Phebe J. Wells & Sylvester Wells, Anderson P. Wells, Mary Wells, Jazarella
Wells Children & heirs at law of Doctor J. Wells decd and Wm Parsons*

to appear before the Judge of the County Court of Lee County, at the Court House, in the Clerk's Office, at

July Rules next, to answer a bill in Chancery, exhibited in our said Court
against *them* *Abraham D. Zion* *Marion D. Richmond* & *Isaac V. Bisop*,

And have then there this writ. WITNESS, JAMES W. ORR, Clerk of our said Court, at the Court House.

this *14th* day of *June*, 1875, in the *29th* year of the Commonwealth.

James W Orr Clerk
Attest J. W. Orr Clerk

The Commonwealth of Virginia,

TO THE SHERIFF OF LEE COUNTY—GREETING:

WE COMMAND YOU TO SUMMON *John Parsons, Elijah Parsonington, Joseph H. Miller, James M. Parsons in his own right and as the husband of Sonantha Parsons, late the widow of John Parsons (decd), Abraham Parsons, Adm'r of the estate of John Parsons (decd), M. L. Richmond, Esq. as responsible her securities, John Parsons, John Parsons, John Parsons Children heirs at law of John Parsons and late of decd John Hughes, John Hughes, Nancy Hughes, Polly Hughes Children heirs at law of John Hughes, late decd, John T. Hughes as executor of John T. Hughes Esq. as responsible in his own right, Mary Wells late his wife formerly of John T. Wells Esq. late of Lee Co. Virginia, Mary Wells late of Lee Co. Virginia, John Wells Children heirs at law of John T. Wells decd, and John Parsons,*

to appear before the Judge of the ^{Court} County Court of Lee County, at the Court House, in the Clerk's Office, at

Rules next, to answer a bill in Chancery, exhibited in our said Court

against *them*

Abraham S. Gion, Marion S. Richmond & Isaac S. Bishop

And have then there this writ. WITNESS, JAMES W. ORR, Clerk of our said Court, at the Court House,

this

14th

day of

June

, 1875, in the

99th

year of the Commonwealth.

James W. Orr. Clerk

Attest Teste James W. Orr. Clerk

The Commonwealth of Virginia,

TO THE SHERIFF OF LEE COUNTY—GREETING:

WE COMMAND YOU TO SUMMON

*John Parsons, Elijah Parsons, Joseph Willis, James
Mr Parsons, in his own right and as the husband of Amanda Parsons late the Adm^{or}
widow of W^m Parsons (long dead), Amanda Parsons Adm^{or} widow of W^m Parsons
(long dead), M. D. Richardson & Son G. Sprinkle her securities, John Parsons, Myer Parsons
& Kyle Parsons Children & heirs at law of W^m Parsons (long dead), John Hughes, Tobias
Hughes, Nancy Hughes, Polly Hughes Children & heirs at law of W^m Hughes & dead
John P. Myers Co. Widow of W^m Hughes, Ira G. Sprinkle in his own right, W^m Cal-
ten & Phelps, his wife formerly, Phoebe H. Wells, America P. Wells, Sylvester Wells,
Mary Wells, Patzwell L. Wells Children & heirs at law of Doctor H. Wells dead and
W^m Parsons*

to appear before the Judge of the ^{Circuit} County Court of Lee County, at the Court House, in the Clerk's Office, at

against *Sub* *them* *Abraham D. Zion, Marion D. Richardson & Isaac
L. Bishop.* Rules next, to answer a bill in Chancery, exhibited in our said Court

And have then there this writ. WITNESS, JAMES W. ORR, Clerk of our said Court, at the Court House,
this 14th day of June, 1875, in the 99th year of the Commonwealth.

*James W. Orr clerk
Attest John R. Gibson S. C.*

The Commonwealth of Virginia,

TO THE SHERIFF OF LEE COUNTY—GREETING:

WE COMMAND YOU TO SUMMON

*John Parsons. Elijah Pennington. Joseph
Hulliv James. Mr. Parsons in his own right and as the husband of Amanda
Parsons late Admox & widow of Wm Parsons (Long) dead. Amanda
Parsons Admox & widow of Wm Parsons (Long) dead. Mr. D. Richmond &
Eva B. Spinkale her securities, John Parsons, Zion Parsons & Kyle Parsons
Children & heirs at law of Wm Parsons (Long) dead. John Hughes Tobias Hug
hes. Nancy Hughes, Polly Hughes Children & heirs at law of Wm Hughes
decd. John P. Myers as vendee of Eva B. Hughes. Eva B. Spinkale in his
own right. Wm. Colton & Phebe G. his wife formerly Phebe G. Wells. Sylvester
Wells. America C. Wells. Mary Wells. Tazwell C. Wells. Children & heirs at law
of Doctor H. Wells dead and Mr. Parsons.*

to appear before the Judge of the County Court of Lee County, at the Court House, in the Clerk's Office, at

July Rules next, to answer a bill in Chancery, exhibited in our said Court
against *them* Abraham D. Zion, Marion D. Richmond & Isaac T. Bishop

And have then there this writ. WITNESS, JAMES W. ORR, Clerk of our said Court, at the Court House,
this *14th* day of *June*, 1875, in the *99th* year of the Commonwealth.

James W. Orr clerk
A copy Teste James W. Orr. clerk

The Commonwealth of Virginia,

TO THE SHERIFF OF LEE COUNTY—GREETING:

WE COMMAND YOU TO SUMMON John Parsons, Elijah Pennington, Joseph Willis, James M. Parsons, in his own right and as the husband of Amanda Parsons, late the Amox & widow of Wm Parsons (long) dead, Amanda Parsons, Admon & widow of Wm Parsons (long) dead, M. D. Richmond & Ira G. Sprinkle her securities John Parsons, Zion Parsons & Kyle Parsons children theirs at law of Wm Parsons (long) dead, John Hughes, Tobias Hughes, Nancy Hughes, Polly Hughes children and heirs at law of Wm Hughes & dead, John P. Myers as vender of Ira G. Hughes, Ira G. Sprinkle in his own right Wm Calton & Phoebe his wife formerly Phoebe Wells, Sylvester Wells, America C. Wells, Mary Wells, Jazwell G. Wells children and heirs at law of Doctor J. Wells dead and Wm Parsons.

to appear before the Judge of the County Court of Lee County, at the Court House, in the Clerk's Office, at July

Rules next, to answer a bill in Chancery, exhibited in our said Court against them Abraham D. Zion, Marion D. Richmond & Isaac V. Bishop

And have then there this writ. WITNESS, JAMES W. ORR, Clerk of our said Court, at the Court House, this 14th day of June, 1875, in the 99th year of the Commonwealth.

James W. Orr, Clerk
Attest James W. Orr, Clerk

The Commonwealth of Virginia,

TO THE SHERIFF OF LEE COUNTY—GREETING:

WE COMMAND YOU TO SUMMON John Parsons, Elijah Pennington, Joseph Willis, George M. Parsons in his own right and as he husband of Amanda Parsons late the widow and Widow of Mr. Parsons late of Lee County, Amanda Parsons Adm'r & widow of Mr. Parsons late died, M. P. Richardson John L. Shreve, her executives John Parsons, John Parsons, John Parsons children theirs at law of Mr. Parsons (decd) John Hughes John Hughes, Mary Hughes, Polly Hughes, Children theirs at law of Mr. Hughes & decd John P. Parsons as executor of John L. Hughes Esq. & of John L. Hughes Esq. in his own right, Mrs. Bolton & Phebe his wife formerly Phebe Wells of Lee County, Virginia, E. Wells, Mary Wells, Nataniel L. Wells Child, and theirs at law of Doctor H. Wells decd, and Mr. Parsons.

Circuit
to appear before the Judge of the County Court of Lee County, at the Court House, in the Clerk's Office, at

Suly
against them *Abraham D. Hion, Marion D. Richmond & Isaac L. Bishop*
Rules next, to answer a bill in Chancery, exhibited in our said Court

And have then there this writ. WITNESS, JAMES W. ORR, Clerk of our said Court, at the Court House,
this *14th* day of *June*, 1875, in the *79th* year of the Commonwealth.

James W Orr Clerk
Asphy Lister James W Orr Clerk

The Commonwealth of Virginia,

TO THE SHERIFF OF LEE COUNTY—GREETING:

WE COMMAND YOU TO SUMMON *John Parsons, Elijah Pennington, Joseph Mills, James M. Parsons, in his own right and as the husband of Amanda Parsons, late the Adams & wife - or of Mrs Parsons (long dead), Amanda Parsons Adams & widow of Wm Parsons (long dead), M. S. Richmond & Dr. L. Sprinkle her securities, John Parsons, Lyon Parsons, & Kyle Parsons children & heirs at law of Mrs Parsons (long dead), John Hughes, Tobias Hughes, Nancy Hughes, Polly Hughes children & heirs at law of Mrs Hughes & dead, John F. Myers, as vendee of Dr. L. Hughes, Dr. L. Sprinkle in his own right, Wm Lattin & Wheeler, his wife, formerly Theda J. Wells, Sylvester Wells, America C. Wells, Mary Wells, Edgewell L. Wells children and heirs at law of Doctor J. Wells dead and Mrs Parsons*

to appear before the Judge of the County Court of Lee County, at the Court House, in the Clerk's Office, at

Charles Rules next, to answer a bill in Chancery, exhibited in our said Court against *them* *Abraham D. Lyon, Marion D. Richmond & Isaac P. Bishop*

And have then there this writ, WITNESS, JAMES W. ORR, Clerk of our said Court, at the Court House, this *14th* day of *June*, 187*5*, in the *99th* year of the Commonwealth.

James W Orr Clerk
Attest *James W Orr Clerk*

The Commonwealth of Virginia,

TO THE SHERIFF OF LEE COUNTY—GREETING:

WE COMMAND YOU TO SUMMON *John Parsons, Elijah Pennington, Joseph Willis, James M. Parsons in his own right and as the husband of Amanda Parsons late the Adm^r & widow of W^m Parsons (long dead), Amanda Parsons Adm^r & widow of W^m Parsons (long dead), M. D. Richmond & Ira L. Sprinkle her securities John Parsons, Zion Parsons & Kyle Parsons Children and heirs at law of W^m Parsons (long dead), John Hughes, Tobias Hughes, Nancy Hughes, Polly Hughes Children & heirs at law of W^m Hughes deceased, John P. Myers as vendor of Ira L. Hughes, Ira L. Sprinkle in his own right, W^m Calton & Phebe F. his wife, formerly Phebe G. Wells, Sylvester Wells, Amariah F. Wells, Mary Wells, Latwell G. Wells Children & heirs at law of Doctor F. Wells dead and W^m Parsons*

Circuit
to appear before the Judge of the County Court of Lee County, at the Court House, in the Clerk's Office, at

July
Rules next, to answer a bill in Chancery, exhibited in our said Court
against *Them Abraham D. Hixon, Mariner D. Richmond & Isaac D. Bishop*

And have then there this writ. WITNESS, JAMES W. ORR, Clerk of our said Court, at the Court House,
this *14th* day of *June*, 187*5*, in the *99th* year of the Commonwealth.

James W. Orr, Clerk
A copy Teste James W. Orr clerk

The Commonwealth of Virginia:

To The Sheriff of ^{Wise} Lee County:—Greeting.

WE COMMAND YOU TO SUMMON

*Amanda Parsons Adm^{or} & widow
of Wm Parsons (long dead); Wm Walton & Phebe of his wife formerly
Phebe of Wells, Sylvester Wells, America P. Wells, Mary Wells
& Lazenby C. Wells children & heirs at law of Doctor H.
Wells dead*

to appear before the Judge of the Circuit Court of Lee County, at the Court-house, in the
Clerk's Office, *at February*

Rules next, to answer a bill in chancery, ex-
hibited in our said Court against *them & other by Abraham D. Garrison
D. Richmond & Isaac L. Bishop.*

And have then there this writ. Witness, JAMES W. ORR, Clerk of our said Court, at the
Court-house, this *30th* day *Decr*, 1875., in the *100th* year of the Commonwealth,

John R. Gibson Esq.

John R. Gibson Esq.

A. D. Lion et al
vs B. J. in Chy to Wice

Amanda Parsons Admox
- et al

February Rules 1876

The Commonwealth of Virginia:

To The Sheriff of Lee County:—Greeting.

WE COMMAND YOU TO SUMMON

*Amanda Parsons Adm'r & t.
widow of Wm Parsons (long dead) Wm Patton & Phebe G.
his wife formerly Phebe G. Wells, Sylvester Wells, Asenied
B. Wells, Mary Wells & Tazewell L. Wells, children & heirs at
law of Doctor L. Wells dead*

to appear before the Judge of the Circuit Court of Lee County, at the Court-house, in the

Clerk's Office, *at February*

hibited in our said Court against

*Rules next, to answer a bill in chancery, ex-
hibited in our said Court against them & others, by Abraham B. Grier M'non
D. Richmond & Isaac V. Bishop.*

And have then there this writ. Witness, JAMES W. ORR, Clerk of our said Court, at the
Court-house, this *30th* day *Decr*, 187*6*, in the year of the Commonwealth,

James W. Orr, clerk

Attest John R. Gibson D.C.

The Commonwealth of Virginia:

To The Sheriff of ^{West} Lee County:—Greeting.

WE COMMAND YOU TO SUMMON *Amanda Parsons Admrx &*
widow of Wm Parsons (Long dead) Wm Lealton & Phebe J
his wife formerly Phebe J Wells, Sylvester Wells, America E
Wells, Mary Wells & Sagemell C Wells children & heirs at
law of Doctor H Wells dead.

to appear before the Judge of the ~~Circuit~~ Court of Lee County, at the Court-house, in the
Clerk's Office, *at February* Rules next, to answer a bill in chancery, ex-
hibited in our said Court against *them & others by Abraham D Lyon*
Marion D Richmond & Isaac T Bishop

And have then there this writ. Witness, JAMES W. ORR, Clerk of our said Court, at the
Court-house, this *30th* day *Decr*, 1875, in the *100th* year of the Commonwealth.

A copy
Yesto *James W Orr. Clerk.*
James W Orr. Clerk.

The Commonwealth of Virginia:

^{Wise}
To The Sheriff of Lee County:—Greeting,

WE COMMAND YOU TO SUMMON

*Amund Parsons Adams &
widow of Wm Parsons (Long dead) Wm Lacton & Phelps,
his wife formerly Phoebe J. Wells, Sylvester Wells, America
C. Wells, Mary Wells & Tazewell C. Wells children & heirs at
law of Doctor H. Wells. dead,*

to appear before the Judge of the Circuit Court of Lee County, at the Court-house, in the

Clerk's Office, *at February*
hibited in our said Court against

Rules next, to answer a bill in chancery, ex-

*them & others by Abraham S. Union, Marion
S. Richmond & Isaac S. Bishop*

And have then there this writ. Witness, JAMES W. ORR, Clerk of our said Court, at the
Court-house, this *30th* day *Decr*, 1875, in the *100th* year of the Commonwealth.

*James W. Orr, Clerk
Attest John R. Gibson D.C.*

The Commonwealth of Virginia:

To The Sheriff of ^{Wise} Lee County:—Greeting,

WE COMMAND YOU TO SUMMON *Amanda Parsons Adair & widow of Wm Parsons (Long dead) Wm Galton & Phebe J his wife formerly Phebe J Wells, Sylvester Wells, America E Wells, Mary Wells & Lagewell C Wells children & heirs at law of Doctor P Wells dead*

to appear before the Judge of the ~~Circuit~~ Court of Lee County, at the Court-house, in the Clerk's Office, *at February* Rules next, to answer a bill in chancery, exhibited in our said Court against *them & others by Abraham Dgion,*

Marion D Richmond & Isaac S Bishop

And have then there this writ. Witness, JAMES W. ORR, Clerk of our said Court, at the Court-house, this *30th* day *Decr*, 1875, in the *100th* year of the Commonwealth.

James W Orr. Clerk.

Sept. 1875 John R. Gibson, Jr.

The Commonwealth of Virginia

To the Sheriff of Lee County Greeting
You will Summon to appear before me
on Thursday the 23rd day of August 1877.

~~John P. Graham to testify as to the annual~~
~~rental value of the lands lately owned by~~
~~James M. Parsons, A. J. Sumner to testify~~
~~as to the rental value of of Elijah Cummings land.~~
Joshua E. Hobbs as to the rental value of the lands
lately owned by D. F. Wells dead, ~~Joseph N. Ely to~~
~~testify as to the annual rental value of the~~
~~lands lately owned by W. H. Hughes and, Eliza~~
~~Littor~~ to testify as to the annual rental
value of the lands lately owned by Ira G. Sparinkle
~~Wilson V. Littor as to the lands owned by~~
~~the heirs of William Parsons and Abraham~~
Livingston as to the rental value of the lands owned
by Joseph Willis and have them there this writ

Henry J. Morgan Clerk

Aug the 1877.

J. P. Graham	as to	J. M. Parsons land
A. J. Sumner	"	Elijah Cummings land
J. E. Hobbs	"	Doctor F. Wells
Joe N. Ely	"	Mr. Hughes
Eliza Littor	"	Ira G. Sparinkle
Wilson V. Littor	"	William Parsons heirs
A. J. Livingston	"	Joseph Willis

A. D. Guntal

vs. { Spa.

John Parnotal